

1899-019 Chancery Causes: C. R. Kesterson vs. B. F. Kincaid &c
Lee Co.

Folder 1 of 3

CA. Contract
Dispute
T- Property
Business

Additional
Information:
Insurance Company

Holliday, Wynn, Ely, Coldiron, Clarkston, Barker, Olinger,
Bishop, Baker, Young, Kimberling, Duff, Cox, Astrop, Beaty,
Ball, Snavelly, Ball & Snavelly, Dalton, Gibson, Wheeler, Robinson,
Conner, J. M. Wheeler & Co, Bales, King, Willis, Hoskins, Wilson,
Grabeel, Fugate, Hyatt, Carter, Litton, Burk, Pennington, Banner,
G. lley, Skaggs, Debush, Shelborn, Burngardner, Loyd, Dean, Young,
Thompson, McClure, Wygal, McDonald, Munsey, Crouse, Adams,
Lucas, Graham, Reasor, Kelly, Scott, Nelson, Brooks, Hobbs, Estep,
Waddill Jackson, Baup, Gilbert, Forrester, Russell, Taylor, Sprinkle,
Lee Division of the Mutual Benefit Association of Virginia, Boles,
Susong, Catron, Johnson, King, Richmond, Eads, Spencer, Goins, Flanary

-Correspondence

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

To the Hon. W.T. Miller, Judge of the Circuit Court of Lee County, Virginia:

Your orator, C.R. Kesterson, who humbly complaining, would respectfully represent: That on August 9th, 1896, he entered into a mutual contract and agreement with certain persons hereinafter named, holding themselves out as an incorporated Company under the Statute laws of Virginia, by firm name and style of the "Lee Division of The Mutual Benefit Association of Virginia," for the County of Lee, State of Virginia, and by the articles of agreement the parties styled themselves by the name above given. The parties thus styling themselves, and composed of the persons hereinafter named, asserted and held out by public and private declarations and acts, that they had the right under the Statute laws of Virginia, to issue Policies of insurance for or on account of loss or damage to property by fire, lightning, or wind-storm, of any description. It assumed and asserted corporate powers to act and issue such policies, and its motto was

" HONESTY, ENERGY, AND WISDOM NEVER FAIL."

It, so far as your orator's case is concerned, has never acted on the first word of its motto.

The plan was that of mutual insurance, whereby the insured would name and describe his property and fix a value thereon, and then a scale of rates called Premiums would be charged, and the Association would receive the Premium, give a receipt therefor, and issue a policy, covering the amount of the property assigned to the company for that purpose. The plan was promoted by certain individuals, purporting to act for the general agent, one J. D. Adams of Richmond, Virginia.

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Attorneys at Law,
Jonesville, Lee County, Va.

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But the contract and agreement was that no one except a citizen of Lee County could be a member, and that all members, subscribers, in that County become members so soon as they paid their premiums and received their policies. But in order that this could be done, the several subscribers in said County had to meet and organize, by electing officers and accepting the terms upon which the policies would issue.

On the completion of this organization, the insured, having paid his premium and received his policy, which he had also to sign, became entitled to have and receive from all the others, a sum sufficient to cover his loss in case of accident by fire, lightning, or wind-storm, to which it was his duty also to contribute his pro rata share. The President's duty was to make calls, and the Treasurer to collect and pay over to the loser his losses, not exceeding the amount of his property valuation as shown by said policy.

The "Lee Division of 'THE MUTUAL BENEFIT ASSOCIATION OF VIRGINIA' for the County of Lee," after numerous subscriptions, did meet and organize, held an election, and elected B. F. Kincaid, President, and W. E. Wynn, Treasurer and Secretary.

But if any other officers were elected, your orator does not know of them, and, as before stated, on the 9th day of August, 1896, said persons styling themselves as above stated, - "the Lee Division of 'THE MUTUAL BENEFIT ASSOCIATION OF VIRGINIA' for the County of Lee", did issue a policy to your orator on his application No. 61687, he having paid his premium on insurance in the above named Association by application made to the Lee Division. The amount paid by him, \$8.75, is evidenced by a receipt signed by E. P. Morris, styling himself "Local Agent."

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Attorneys at Law,
Jonesville, Lee County, Va.

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The Policy was signed by your orator as Insured, and by B. F. Kincaid, President, and J. D. Adams, Gen'l Agent. This receipt and Policy, or copies thereof, will be found herewith as part hereof, and they are prayed to be considered herewith.

Soon after the issuance of this policy, the property therein described and insured as a store-house, and contents of the value of \$1500.00, belonging to and insured by your orator, was totally consumed by fire, on the day of, 189... entailing a heavy loss upon your orator; the stock of goods was of the full value, \$1500.00 or over, and the house was worth at least \$250.00. The fire originated from causes unknown to your orator, and without any fault of his, and he believes it to have been the work of an incendiary, though it may have been from some accidental cause, not ascertainable. Certain it is that your orator was not at fault, nor has he any knowledge of its cause; he lost \$250.00 or \$300.00 more than the insurance.

Soon after this fire, and long before the expiration of 30 days, your orator notified the said B. F. Kincaid, styling himself President, and W. E. Wynn, styling himself Treasurer and Secretary, and requested that they make the proper assessment off of the members hereinafter named, according to the amounts shown as subscribed from them, and pay over to your orator his loss less his pro rata thereof, which he admits he should bear with the others.

But, greatly to his surprise, they refused to do so; whereupon your orator instituted a suit in assumpsit upon said Policy, when he was again surprised by the defendants pleading that there was no such body corporate as the "Lee Division of the Mutual Benefit Association of Virginia, for the County of Lee."

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

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Upon this issue being made, your orator continued the case, and made search for the Charter. And here is a copy of the same herewith filed, marked "Charter", and the same is prayed to be considered herewith as part hereof.

By an inspection of which, it will be seen that there is no charter ever granted to the "Lee Division of the Mutual Benefit Association of Virginia for the County of Lee," and your orator is advised that that contracting party cannot be sued as such.

But the individuals had the right, under the law, to do business as partners, or as a joint stock company under any name they chose to assume. And your orator alleges that the persons hereinafter named, did on the 9th day of August, 1896, under the name and style of the "Lee Division of the Mutual Benefit Association for the County of Lee," undertake and agree, for the consideration of \$8.75 to the said mother Company then and there paid, to insure your orator's store-house and the contents thereof, fully described in said Policy, for the fair cash value of \$1500.00, and upon the further consideration that your orator was bound to pay his ratable share according to the amount and value of his property assigned, set down, and insured, for any other losses of fire, lightning, or wind, by the other members sustained.

Your orator alleges that his store was burned, and it and its contents totally consumed by fire.

That the said "Lee Division of the Mutual Benefit Association of Virginia for the County of Lee," has not paid your orator therefor, or for any part of it. Nor has the persons composing the same or any of them, or any one else, paid him therefor or for any part thereof.

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Attorneys at Law,
Jonesville, Lee County, Va.

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He is advised that each and every one of said individuals hereinafter named are liable pro rata, therefore according to the amount subscribed and insured by them. That such was and is the legal effect of their contract with him.

Your orator alleges that said B.F. Kincaid refuses to make any call or demand for a fair and equitable contribution to pay your orator, and each and every one of the contracting parties refuse to pay the same.

Your orator alleges that the persons who made subscription took out policies and entered into this mutual agreement to insure each other, and especially to insure your orator, and the amounts for which they agreed to, and became liable for, are as follows,- the amounts held by them are set opposite their names.

He alleges that many, if not all of them, were present and by proxy, voting in said organization, in the election of officers, and the appointment of agents; that they cast their votes and paid their premiums on the basis of the amounts herein set opposite their names. That they, by their words and deeds, agreed to become and are mutually bound to pay your orator in the same proportion, to the extent of the loss aforesaid.

Your orator now alleges that these persons and the amounts subscribed by them, and for which they took out like policies to your orator, are as follows:-

(over)

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Attorneys at Law,
Jonesville, Lee County, Va.

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Francis Holliday,	Jonesville, Va.	\$ 300.00
✓ J. C. Wynn,	" "	\$1600.00
✓ A. P. Wynn,	" "	\$1000.00
✓ Thomas S. Ely,	" "	\$1000.00
✓ N. W. Wygall,	" "	\$ 600.00
✓ A. R. Hyatt,	" "	\$ 500.00
William Burk,	" "	\$ 100.00
✓ C. M. Graham,	" "	\$500.00
✓ John B. Barker,	Turkey Cove, Va.	\$1100.00
D. S. Clarkson,	" "	\$1000.00
✓ P. M. Reasor,	" "	\$ 500.00
✓ W. S. Coldiron,	Brick Store, Va.	\$1000.00
✓ Jemima Bishop,	" "	\$1200.00
✓ J. F. Kelley,	" "	\$ 800.00
✓ D. S. Reasor,	" "	\$2000.00
✓ J. D. Olinger,	Olinger, Va.	\$ 500.00
✓ J. M. Olinger,	" "	\$1050.00
✓ Ira Baker,	Dryden, Va.	\$1000.00
✓ Harvey Young,	" "	\$1750.00
✓ F. B. & M. E. Cox,	" "	\$ 400.00
V. R. Astrop,	" "	\$ 950.00
✓ A. K. Debusk,	" "	\$2000.00
G. W. Pennington,	" "	\$1400.00
J. W. Scott,	" "	\$1350.00
✓ E. M. Gilbert,	" "	\$1300.00
✓ Elkanah Pennington,	" "	\$2000.00
✓ G. W. H. Kimberling,	Comfort, Va.	\$ 500.00
✓ J. N. Duff,	" "	\$1600.00

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Attorneys at Law,
Jonesville, Lee County, Va.

(7)

✓ M.S. Ball & Geo.S. Shavely,	Ewing, Va.	\$2700.00
✓ B. F. Kincaid,	" "	\$1200.00
✓ M. S. Ball,	" "	\$2500.00
✓ G. W. Gibson,	" "	\$2800.00
✓ S. E. Thimpson,	" "	\$1125.00
✓ Daniel Dean,	" "	\$1200.00
✓ W. E. Wynn,	" "	\$1175.00
Mrs. M. C. Nelson,	" "	\$1000.00
✓ M. C. Brooks,	" "	\$ 550.00
✓ G. A. Estep,	" "	\$1000.00
✓ G. W. Dalton,	Gibson's Station, Va.	\$1500.00
✓ J. N. Gibson,	" "	\$1500.00
✓ Z. S. Gibson,	" "	\$2400.00
✓ H. E. Fugate,	" "	\$ 500.00
✓ J. M. Wheeler,	Walnut Hill, Va.	\$2100.00
✓ D. C. Willis,	" "	\$1500.00
✓ J. M. Wheeler,	" "	\$1300.00
✓ William H. Hoskins,	" "	\$1000.00
S. C. Kincaid,	" "	\$1300.00
✓ W. C. Hobbs,	Rose Hill, Va.	\$ 600.00
✓ Caleb Bales,	" "	\$ 500.00
✓ V. G. Bales,	" "	\$1500.00
✓ R. B. Ely,	" "	\$ 725.00
✓ E. R. King,	Combo, Va.	\$1000.00
F. A. Munsey,	" "	\$ 600.00
✓ Josephus Grabeel,	Boone's Path, Va.	\$2500.00
✓ M. G. Ely,	" "	\$ 700.00
✓ R. B. Beaty,	" "	\$1800.00

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Attorneys at Law,
Jonesville, Lee County, Va.

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✓ V. P. Carter,	Boone's Path, Va.	\$1450.00
✓ J. G. Carter,	White Shoals, Va.	\$1000.00
✓ Alex. Litton,	" "	\$ 300.00
✓ W. T. Gilley,	Pennington, Gap, Va.	\$1000.00
J. F. Skaggs,	" "	\$1500.00
✓ J. J. Carter,	" "	\$ 600.00
Amanda Jackson,	" "	\$ 600.00
T. B. Forrester,	" "	\$1000.00
H. G. Russell,	" "	\$1000.00
✓ M. R. Gilley,	" "	\$ 800.00
✓ E. R. Taylor,	" "	\$500.00
Mrs. Martha Sprinkle	" "	\$1500.00
Mrs. E. E. Waddell,	" "	\$ 300.00
✓ L. C. Shelborne,	Milt, Va.	\$2200.00
✓ F. B. Bumgartner,	" "	\$1100.00
✓ Frank Wilson,	" "	\$1200.00
✓ Dorothy Loyd,	Dot, Va.	\$1000.00
S. Wygall,	Dublin, Va.	\$ 275.00
✓ John McClure,	Douglass, Va.	\$1220.00
C. W. Wynn,	" "	\$1075.00
J. R. McDonald,	Hagan, Va.	\$ 500.00
✓ Jacob Crouse,	" "	\$1000.00
✓ J. J. & J. H. Bays,	Ocoonita, Va.	\$ 300.00
✓ Jeff Pennington,	" "	\$ 300.00
✓ S. M. Pennington,	" "	\$1000.00
✓ J. M. Lucas,	Hubbard Springs, Va.	\$1200.00
✓ D. K. Banner,	Stikleville, Va.	\$ 500.00
✓ V. S. Banner,	" "	\$1300.00

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

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The object of this Bill therefore is to have a decree rendered specifically enforcing said agreement and contract against the foregoing ~~xxxxxxx~~ parties, and directing them to pay pro rata upon their subscription and policies, as shown by the foregoing amounts, and that they be treated as partners and held individually liable for the same, and that should any of them be unable to pay, that your orator's losses be made up by such as are able.

That an account be taken ascertaining the amounts that each one shall be held liable for. And, insomuch as these matters are long and complicated, and your orator and defendants mutually bound the one to the other, your orator is remediless at law; the further object is to have a Court of Equity to take charge of and settle the whole matter, where matters of account and partnership are peculiarly cognizable. To effect which, he prays that Francis Holiday, J.C.Wynn, A.P.Wynn, Thomas S.Ely, W.S.Coldiron, D.S.Clarkston John B.^rBaker, J.B.Olinger, Mrs.Jemima Bishop, Ira Baker, Harvey Young, G.W.H.Kimberling, J.N.Duff, F.B.Cox, M.E.Cox, V.R.Astrop, M.S.Ball & Geo.S.Snavely, Merchants and partners doing business under the firm name and style of Ball & Snavely, B.F.Kincaid, G.W.Dalton, J.N.Gibson, Z.S.Gibson, J.M.Wheeler & W.F.Conner, Merchants and partners doing business under the firm name and style of J.M.Wheeler & Co., Caleb Bales, E.R.King, V.G.Bales, M.S.Ball, D.C.Willis, G.W.Gibson, J.M.Wheeler, S.C.Kincaid, Wm.H.Hoskins, Josephus Grabeel, M.G.Ely, H.E.Fugate, A.R.Hyatt, J.G.Carter, Alex.Litton, William Burk, Elkanah Pennington, W.T.Gilley, J.F.Skaggs, J.M.Olinger, A.K.Debusk, L.C.Shelborn, F.P.Bumgardner, Dorothy Loyd, S.E.Thompson, John McClure, C.W.Wynn, S.Wygal, J.R.McDonald, R.B.Ely, F.A.Munsey, Jacob Crouse, Daniel Dean, W.E.Wynn, R.B.Beaty, Frank

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

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Wilson, N. Wygal, V. S. Banner, D. K. Banner, J. M. Lucas, C. M. Graham, D. S. Reasor, G. W. Pennington, P. M. Reasor, J. F. Kelly, J. W. Scott, J. J. Carter, V. P. Carter, Mrs. M. C. Nelson, M. C. Brooks, W. C. Hobbs, G. A. Estep, Mrs. E. E. Waddill, Amanda Jackson, J. J. Bays, J. H. Bays, E. M. Gilbert, T. B. Forrester, H. J. Russell, M. R. Gilley, E. R. Taylor, Mrs. Martha S. Sprinkle, Jeff. Pennington, and S. M. Pennington, be made parties hereto, and answer the same, but they need not do so upon oath, that being waived; and, on a hearing, that each and every one of the defendants be declared parties and held liable as such; that they be decreed to pay to your orator the full amount of his loss, pro rata according to the amounts subscribed, insured, or assigned by them.

That an account be taken, and such amounts be fully ascertained. That if found more equitable, said parties be held as a joint stock Company, and liable for the amounts insured, subscribed or assigned by them and each of them; and for all other further and general relief.

May the Commonwealth supa issue, &c, &c.

*C. J. Duncan
Pridemore & Sewell
for plaintiffs.*

*C. R. Kesterson
By attys.*

Costs: Plffs. C. 16.64 } The plff by counsel
 S. 50.20 } objected to the tax a-
 J.P. 30.00 } tion of \$15.30 of the
 Wits. 32.12 } witness claims. be-
 \$128.96 } cause the claim-
 } depts have no right
 } to claim.

Depts. Kincaid et al. C. 5.08
 J.P. 18.00
 Wits 8.10
 S. .50
 31.68

Depts J. S. Ely et al. C. .85-
 J.P. 4.50
 Wits .50
 5.85-

Deft J. H. Bays
 C. 40
 J.P. 70-
 \$1.10-

10. P. 15.

C. R. Kesterson

W. J. Bill chry.

B. F. Kincaid et al.

6. 7. 1861

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To the Hon. W. T. Miller, Judge
of the Circuit Court of Lee
County, Virginia:

The joint and separate de-
murrers and answers of Francis Hol-
iday, J. C. Wynn, A. P. Wynn, N. W. Wygal,
A. R. Hyatt, William Burk, C. M. Graham,
John B. Baker, D. E. Clarkston, P. M.
Reason, W. S. Coldiron, Gemina Bishop,
J. F. Kelly, D. S. Reason, J. D. Olinger,
J. M. Olinger, Ira Baker, Harvey Young,
F. B. & M. E. Cox, V. R. Astor, W. K.
Sebusk, G. W. Pennington, J. W. Scott,
E. M. Gilbert, G. W. H. Kimberling,
J. N. Duff, M. S. Ball & Geo. S. Have-
ly, B. F. Kincaid, M. S. Ball, G. W. Gib-
son, S. E. Thompson, Daniel Dean,
W. E. Wynn, Mrs. M. C. Nelson, M. C.
Brooks, G. A. Estep, G. W. Dalton,
H. E. Fugate, ~~J. M. Wheeler~~, D. C. Wil-
lis, S. C. Kincaid, W. C. Hobbs, Ca-
leb Bales, V. G. Bales, R. B. Ely, E. R.
King, F. A. Munsey, Josephus Gra-
bell, M. G. Ely, R. B. Beatty, V. P. Car-
ter, J. G. Carter, Alex Litton, W. T.
Gilley, J. F. Skaggs, J. J. Carter,
Amanda Jackson, F. B. Forrester,
Geo. W. Russell, Administrator of

H. J. Russell, dec'd, M. R. Gilley, E. R. Taylor, Mrs. Martha Sprinkle, Mrs. M. E. Waddell, L. C. Schelburn, F. P. Bumgardner, Frank Wilson, Dorothy Loyd, S. Wygal, John McClure, ~~C. W. Wygal~~, J. R. McDonald, Jacob Crouse, ~~J. J. & J. H. Bays~~, Jeff Pennington, S. M. Pennington, J. M. Lucas, D. K. Bauner, & V. S. Bauner, to a Bill in Chancery exhibited against them and others in this Court by C. R. Kesterson.

For demurrer to said Bill, these respondents say the same is not sufficient in law.

Should further answer be required of them, these respondents, not waiving said demurrer, but still insisting and relying thereon, make answer to said Bill as follows:

They deny that said Plaintiff, C. R. Kesterson, on the 9th day of August, 1896, or on any other day, entered into a mutual contract and agreement with certain ^{in said Bill} ~~persons~~ ^{named} holding themselves out as an incorporated company under the statute laws

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of Virginia by firm name and style of the "Lee Division of the Mutual Benefit Association of Virginia" for the County of Lee, State of Virginia; and they also deny that they asserted or held out by public or private declarations or acts that they had the right to issue, under the statute laws of Virginia, policies of insurance on account of loss to property by fire, lightning or windstorm, and deny that they asserted corporate powers to act and to issue such policies.

The plan of insurance contemplated or provided for in the so-called policy or contract sued on by the Plaintiff is perhaps detailed with approximate correctness in the Bill, but that plan was never consummated and could not have been legally consummated under any circumstances; and your respondents deny that any organization was ever perfected ^{as alleged in the Bill} by them, or that they ever consummated any contract of insurance with Plaintiff, as will hereinafter more fully appear.

Respondents deny that Plaintiff paid for his so called policy himself, or that he authorized any one else to do so for him, and deny that he ever signed or relied on or accepted said so called policy until after the loss by fire mentioned in his bill. On the contrary respondents aver that said so-called policy was paid for, if at all, by Plaintiff's Clerk in the absence of Plaintiff and contrary to Plaintiff's desire, and that said Plaintiff signed said alleged policy after said fire, and never accepted or relied thereon until the said loss occurred. And respondents ~~deny~~ ~~aver~~ that ~~any~~ ^{by Plaintiff} premium was ever paid ^{on} any application made by him to the Lee Division of the Mutual Benefit Association, or that any receipt was issued or attempted to be issued to him by ~~to~~ any agent of that Association, if any such Association existed.

On the contrary, the Plaintiff did apply to "The Mutual Benefit Fire Insurance Association of Virginia" by an application numbered 61687 for insurance on the store house & contents mentioned in his Bill; and the only receipt ever executed to said Plaintiff for \$8⁷⁵ for said so-called policy was executed to him by "The Mutual Benefit Fire Insurance Association of Virginia" or by a party styling himself as Agent. Respondents here allege that all the applications hereinafter referred to were addressed to "The Mutual Benefit Fire Association of Virginia". Respondents suppose it is true that the property described in said Bill was destroyed by fire; but they deny that the stock of goods therein mentioned ~~was~~ of the value of \$1500⁰⁰ or that the store house therein mentioned was of the value of \$250⁰⁰.

It is true that Plaintiff instituted a suit in assumpsit upon said so-called policy, that a plea was filed as alleged in said Bill; and

that no charter was ever granted to "The Lee Division of the Mutual Benefit Association of Virginia, for the County of Lee."

It is also true, however, that Plaintiffs went to trial on said Plea, and your respondents here file as part of this answer, marked "Defendants Exhibit 1" a certified copy of the order of this honorable Court showing the final determination of said action or suit in assumpsit on said policy.

Respondents admit that they had the right under the law to do any legal business as partners under any name they might choose to adopt; but they deny that they were partners in any way and deny that they ever intended to become partners in any kind of insurance business, as will hereinafter more fully appear. See H. E. Hyman's affidavit, herewith attached.

Respondents deny that they or any of them did on the 9th day of August 1896, or at any other

time, under the name & style of "The Lee Division of the Mutual Benefit Association for the County of Lee", or under any other name, undertake and agree to insure ~~the~~ Plaintiff's store house & contents. They deny any such agreement, and they also deny that there was any consideration for any such agreement.

Respondents deny that they, or any or either of them, are liable in any way to said Plaintiff by reason of the aforesaid so-called agreement, or by reason of the issuance to him of said alleged policy.

Respondents deny that they, or any of them made subscriptions or entered into any agreement to insure each other, or said Plaintiff, whereby they became bound to pay any sum by way of insurance to each other or to Plaintiff.

Respondents here deny all the allegations in said Bill not heretofore or herein after admitted or denied; and

further answering, respondents will now state to the Court the true facts connected with the transactions out of which this litigation has grown:

Sometime during the Summer of 1896 one J. D. Dixon, one E. P. Morris and one S. W. Rutledge claiming to be general agents of "The Mutual Benefit Association of Virginia" with headquarters in Richmond, Va., came to the County of Lee for the alleged purpose of organizing the "Lee Division" of said Association. These so-called agents canvassed said County until they had secured applications for policies of insurance amounting to ^{about} the sum of \$70,000. and said alleged agents thereupon called a meeting of the applicants to be held in Jonesville, Va, on the day of August 1896, for the alleged purpose of organizing said "Lee Division" of said Association. On that day a number of

said applicants were present, but those who were present did not represent over one third in amount of said applications. No organization was effected on that day. Said alleged agents on said day of meeting represented that they had already secured \$92,000.⁰⁰ of applications. That representation was wholly false. Said applications did not then amount to over \$70,000. & ~~never~~ the applications thereafter secured by said alleged agents never reached enough to make, when added to the applications which had been obtained previous to & ~~in~~ on said day of meeting, as much in all as the sum of \$92,000.⁰⁰ None of said respondents were willing ^{and refused} to become members of said association, or to enter into any ~~any~~ kind of organization until ~~bona fide~~ insurance should be applied for to the minimum amount of \$100,000.⁰⁰. Said respondents, however, were willing to perfect an organization and complete the insurance contracts, if

said minimum amount of Insurance (\$100,000.) could be secured and thereupon said Agents ^{& undertook} agreed that they would get up the balance of said minimum amount but suggested that it would be well for a President & Secretary & perhaps certain other officers to be named, and pursuant to this suggestion the said meeting named B. F. Kincaid as President and W. E. Hymn as Secretary; and said B. F. Kincaid signed a number of said alleged policies in blank & delivered them to said alleged Agents, upon their representation that they would not be issued ^{& delivered} unless the full minimum aforesaid should be secured. The said meeting then adjourned with the express understanding & agreement & condition that so soon as said alleged Agents procured additional applications so as to make the total amount of the applications one hundred

thousand dollars another
 meeting should be called, and
 said organization ^{be} completed, and that
 until such future meeting and
 organization the said alleged
 policies should be of no
 effect. The said alleged agents
 thereafter procured a few ad-
 ditional applications, but only
 a few, and the total amount
 of all the applications amount-
 ed to less than \$90,000.00. Said
 alleged agents shortly after said
 meeting without notice to any
 of said respondents, pocketed
 all the cash payments which
 they had collected and left
 the County of Lee, and none
 of your respondents has
 heard of them or been able
 to learn of them wherea-
 bouts, except that respondent W. E.
 Hynes did have one letter from
 said Rutledge written from the State
 of Tennessee, but giving no account
 of the remarkable & fraudulent
 conduct of said agents. Said a-
 gent may have been in said
 State attempting to organize the

Knox Division of the Mutual Benefit Association of Virginia for Knox County Tennessee" under the remarkable so-called charter filed with Plaintiffs Bill!

Said applications never reached, as before stated, as much as \$90,000⁰⁰; no other meeting was ever called or held; nothing was ever done after said first meeting to perfect said organization; none of said ^{alleged} policies were consummated ^{they} never became binding, and were never relied upon or treated by respondents as valid & binding, and respondents, coming to the belief soon afterwards that the scheme of said agents was a fraud from beginning to end, the whole affair was given up & abandoned, and it never occurred to any of respondents that any ^{one} would seek to hold any one liable, (unless it might be said absconding alleged agents) upon any of said policies, until this Plaintiff began the claim now sued on.

Respondents further state that they were induced to enter into said scheme & to go as far as they did by the fraudulent misrepresentations of said alleged general Agents in this town. Said alleged Agents pretended & stated that they represented a corporation which had a charter authorizing it to form & organize subordinate joint stock Companies or corporations in any County in Virginia; ^{said Agents as high as said} that respondents relied upon & believed these representations and entered into said scheme fully believing that when said organization should be perfected they would be members of and stockholders in a corporation & liable only as such, and never had the slightest intention or idea that they were entering into a scheme by which they might be held liable as partners; that but for said representations & their belief in the truth thereof, none of said respondents would ever have had anything whatever to do

with said scheme; but respondents say that they have since learned & believe & charge that "The mutual Benefit Association of Virginia" (if any such company exists at all) which said alleged agents claimed to represent, has not and never had a charter authorizing it to form a subordinate corporation in the County of Lee; and that respondents & their associates even if they had held such future meeting as was provided for, and had perfected said organization in accordance with the directions of said alleged agents would & could never have become a corporation.

Respondents further say that they are informed believe & charge that the Plaintiff entered into said scheme upon the same misrepresentations made by said alleged agents to him as were as aforesaid made by said alleged agents to respondents, and that said alleged agents

* Respondents further aver that even if the Plaintiffs so-called policy had been valid, yet the same was void on the ground because he failed to comply with some of its conditions & provisions & covenants.

Contract sued on was procured by said fraudulent misrepresentations, and under a mutual mistake of said respondents & said Plaintiffs brought about and induced by said misrepresentations of said alleged agents. Respondents are advised that under these circumstances a court of equity will hold said ^{alleged} contract void and of no effect.

* Respondents now having answered pray to be hence dismissed with costs.

Pennington Bros
Bullitt & Kelly
For Respondents.

In the office of the Clerk of the
Circuit Court of Lee County, Va.
C. R. Kesterson

Mutual Benefit Association.

Virginia, Lee County, To wit:

This day W. E. Wynn, one
of the defendants in the above
styled suit in chancery now
pending in the Circuit Court
of Lee County, Va., personally
appeared before me, Clerk of
~~a~~ said Court in & for said County,
in said ^{office} ~~County~~ and made oath
that to the best of his information
knowledge & belief there is not
now and never has been any
such incorporation or any such
partnership (under the name of ^{Lee Division} Mutual
Benefit Association of Virginia for
Lee County Virginia, or under any name)
as charged in Plaintiff's ^{Bills} ~~Bill~~
composed of the defendants to said
suit, or of any of them - and
that all the allegations & state-
ments in the answer ^{of said defendants} here to at-
tached are true as he is informed
and ~~very~~ verily believes.

Given under my hand this 10th day of
June 1898. A. B. Munsey
Clerk Circuit Court Lee Co. Va.

So much of this answer as
is embraced between line 7 on
page 9 to ~~page 5~~ line 5 on page
12 is excepted to, it sets up no
legal defense, the defendants
cannot set up the ground of
their emergency, or take advan-
tage of their own act in iss-
uing blank policies and entrusting
them to their own agents - they
are estopped to deny their own
acts and representations

Duncan Pendleton Russell

C. R. Kesterson

vs } Answer

B. F. Kircald et
al

Filed in open Court
and by leave thereof
on June the 15th 1898
A. B. Munsey Clerk

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee Co., Va.:

-----The separate answer and demurrer of John H. Bays to a bill in Chancery filed in this Honorable Court against this respondent and others by C. R. Kesterson. For demurer thereto, this respondent says, said bill is not sufficient in law, and of this he prays judgement of the Court. But should any other or further answer be necessary, answering, he says: He knows nothing as to the alleged contract ~~between~~ between the plaintiff and certain persons holding themselves out as an incorporated company under the statute laws of Va., by firm name and style of the Lee Division of the Mutual Benefit Association of Virginia; nor does he know anything in regard to said incorporated company or firm, nor as to what they did, or held ~~themselves~~ themselves out to do or accomplish, except what he has heard from ~~the~~ others; and he denies that he ever signed any contract or entered into any agreement in any manner associating himself with said incorporation or firm, or in any manner ^{became} ~~becoming~~ a member thereof, or that he at any time in any manner participated in the organization or proceedings of said corporation or firm, and that he at ^{did not any} ~~no~~ time paid to them any premium for the purpose of obtaining a policy of insurance, and that he ~~never~~ received from them any policy of insurance, or in any manner became connected with them or liable for any of their acts and doings. As to the loss of plaintiff's property, this respondent knows nothing, and he emphatically denies the right of the plaintiff to recover from him any damages on ~~xxxxxx~~ account of such loss, if any he has sustained. And now having answered as fully as respondent is advised that it is material or necessary ~~for~~ for him to answer, he prays to be hence dismissed with his reasonable costs, unjustly imposed upon him.

John H. Bays,

By Counsel.

Orr & Blankenship,

Attorneys.

C. B. Kesterson
vs. } In Ch'cy
H P

B. F. Kincaid, et al
Answer of John H. Bay.

Filed in open court
and by leave thereof
June the 18th 1898
A. B. Munsey Clerk

June - 1906.

614.80

L. O. & B.

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee Co., Va.:

-----The separate answer and demurrer of C. W. Wynn to a bill in Chancery filed in this Honorable Court against him and others by C. R. Kesterson. For demurrer thereto, this respondent says, said bill is not sufficient in law ~~xx~~ and of this he prays the judgement of the Court. But should any other or further answer be necessary, answering, he says: He knows nothing as to the alleged contract between the plaintiff and certain persons holding themselves out as an incorporated company under the statute laws of Va., by the firm name ~~an~~ and style of the Lee Division of the Mutual Benefit Association of Virginia, nor does he know anything of the alleged loss of the plaintiff by fire, nor does he know anything in regard to the said incorporated company or firm, except what he has heard; it is true he was approached by persons, who represented themselves as agents of some kind of insurance company and solicited to take stock and become a member of said company, but it is not true that he in any manner became a member of ~~th~~ the said concern, or received any policy of insurance therefrom, or in any manner participated in the organization or proceedings of said company, or received therefrom any policy of insurance, or in any ~~manner~~ manner became connected with them or liable for their acts and doings, and he denies the right of the plaintiff to recover from him anything ~~in~~ in this action.

And now having ^{fully} answered as respondent is advised that it is material or necessary ~~xx~~ for him to answer, he prays to be hence dismissed with his reasonable costs, so unjustly imposed on him.

C. W. Wynn,

By Counsel.

Orr & Blankenship,

Attorneys.

Attorneys.

Or & Blumhenship.

By Counsel.

examined with his reasonable costs, so unjustly imposed on him.

is material or necessary for him to answer, he prays to be heard

And now having fully answered as respondent is advised that it
in this action.

and he denies the right of the Plaintiff to recover from him anything &
manner become connected with them or liable for their acts and doings,
company, or received therefrom any policy of insurance, or in any manner
in any manner participated in the organization or proceedings of said
the said company, or received any policy of insurance therefrom, or

107B

C. R. Hesterson

vs. J. C. H. Co.

B. F. Hincaid, et al.

Answer of C. W. Wynn.

Filed in open court and
by leave thereof June the
16th 1898
A. B. Munsey Clerk

bill is not sufficient in law and of this he prays the judgment of
by O. W. Kesterson. For demurrer thereto, this respondent prays, and
a bill in answer thereto in said Honorable Court against him and others
to the Hon. W. T. Miller, Judge of the Circuit Court of Lee Co., Va.

To the Honorable W. S. Miller Judge of the
Circuit-Court for Lee County Virginia.

The separate demurrer and answer
of Thomas S. Ely, to a bill of Complaint
filed in said Court against
him and others, by C. R. Kesterson.

Respondent says that said bill
is not sufficient in law, and
he demurs thereto, and notwithstanding
said demurrer, but relying and
insisting thereon, should further
answers be required of him,
he answers as follows:

Respondent denies that ^{he} on August
9th 1896, ^{or at any other time} with certain persons, referred
to in said bill, ^{ever} entered into a mutual
Contract and agreement with Complainant,
holding themselves out as an incorporated
Company under the Statute laws of Vir-
ginia, by firm name and style of "The
Lee Division of the Mutual Benefit-
Association of Virginia", for Lee County
Virginia, and he denies by any agree-
ment they ever styled themselves by such
name; he denies that he with any
others ever assented and held out
by public and private declarations and
acts, that they had the right under the
Statute laws of Virginia to issue Policies
of insurance for or on account of
loss or damage to property by
fire, lightning or wind storm, or

any description, and he denies that he
with others assumed and exerted
Corporate powers and issued
such policies.

Respondent says he knows nothing
of the plan of said Association, or how
it was promoted, but denies that
such plan as ~~was~~ alleged was
taken with him to secure him
as a member of the same.

Respondent says that he does not
know whether said so called In-
surance Company was a Corpora-
tion, joint-stock Company or a
partnership, nor its plan of
operation or procedure, but he
denies that he is a member of the
same, whether it be a Corporation
joint-stock Company or a partnership
under the name of "The Lee Division
of The Mutual Benefit Association
of Virginia, for Lee County Virginia
or under any other name, and
he denies that he ever absolutely
subscribed a dollar to the same
in any capacity. And he denies
he ever paid any premiums,
or dues to the same, ~~or on~~ or
signed any policies to the same.
Respondent says that as to whether said
so called Insurance Association ever had
a meeting and organized as alleged

by Complainant he does not know,
but he denies that he ever attended
such meeting and participated or
acted in any way therein, or he
was never a member thereof.
Respondent denies that on the 9th day
of August 1896 under the name of the
Lee Division of the Mutual Benefit Asso-
ciation for the County of Lee that
he as a partner with others, or as
a joint-stock company, or as a corporation
or in any capacity for the consideration of
\$875⁰⁰/₁₀₀ to the Mother Company from the
plaintiff undertaken and agreed with
him to insure the plaintiff's storehouse
and its contents on the value of
\$1500⁰⁰ and he denies the right of
the plaintiff to collect anything
from him, for as above stated
he is not and never was a member
of said Insurance Association.

Respondent further says that as to the
number, names, and amounts of the
so-called members of said Association
as shown by the list in the plaintiff's
bill, he knows nothing as to the correct-
ness thereof, except as to himself, and
he denies that he ever at any time, un-
conditionally and absolutely subscribed
the sum of \$1000⁰⁰ to the same, or any
other amount.

Respondent says as to what was the ^{loss} ~~loss~~

for said Association, or its members
to do in order for any member to
collect the pro rata assessments
when a loss was sustained, he knows
nothing, and of the fire and loss of
the plaintiff, and his efforts to collect
for his loss he knows nothing, but he
denies his liability to him for anything.
Respondent will now show your Honor
that the only thing he knows of said
association is that sometime in the
summer of 1896, one
representing himself as an agent
of said Association came to his
house or to him and solicited him
to subscribe to and become a member
of the same, but respondent refused and
declined to subscribe anything thereto
or become a member absolutely and
unconditionally. Said agent represented
to him that unless so much as
one hundred thousand dollars was
subscribed to said Association
that no company, corporation, or
Association for fire security under
the name aforesaid would be
formed and organized, and asked
him to subscribe thereto on this
condition and understanding,
and that if said amount was
not procured by subscription
any amount named or to be

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by him would not be binding
and he could decline to subscribe
and become a member of the same.
On these representations, on
the above condition, respondent
received one thousand dollars
to be so subscribed by him, and
gave to said agent to said associ-
ation his note for five dollars
as a premium or dues on said
subscription.

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Respondent alleges that one
hundred thousand dollars
was never subscribed or procured
for said Association, but a sum
much less, if any, was procured
at all, and this being so, his sub-
scription given on said condition
never became binding and absolute
on him, and he never became
a member thereof.

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Respondent ~~alleges~~ alleges that his
said note for said five dollars
has never been paid, and that
the agent ^{or some representative} of said Association
wrote him that said note
was due and asked payment,
but he answered him calling
his attention to the condition on
which said subscription was
given and how said note was ex-
ecuted, and said agent ^{or representative} never

answered or wrote him again on
the subject, nor has any effort
been made to collect said note,
from him, and he thought the matter
was ended as to him, as he never
became a member of or subscribed
to said association.

Respondent again alleges that he never paid
any premiums or dues, to said association
and never ~~received~~ or signed any policies
and was surprised to be summoned
in this suit, and an attempt made to
treat him as a member. He files
herewith an affidavit ^{sworn} denying the
partnership as alleged in said bill
or that he is a member of the same.

And respondent having answered as
fully as he is advised it is material for him
to answer, and again denying each and every
allegation of said bill not hereinbefore ad
mitted or denied, he prays to be hence dismissed
with his costs in this behalf expended. And
he will ever pray etc.

B. H. Sewell, atty for
Respondent.

Thomas A. Ely.
vs
H. G. Brewster.

C. R. Weston.

Filed in open court and
by leave thereof signed
the 15th 1898

A. B. Munsey Clerk

To the Honorable W. J. Miller Judge of
the Circuit Court for Lee County, Virginia:

The joint-demonstrators and renewers
of J. N. Gibson, J. S. Gibson and
William H. Hoskins to a bill of
complaint filed in said Court
against them and others, by C. R.
Hesterson.

Respondents say that said
bill of complaint is not suffi-
cient in law, and they demur
thereto, and not waiving said
demurrer, but relying and insist-
ing thereon, should further
answer be required of them
they answer and say:

That they the said respondents
deny that they as among certain
persons, referred to in said bill,
on August 9th, 1896, or at any other
time, ever entered into a mutual
contract and agreement with the
Complainant C. R. Hesterson hold-
ing themselves out as an incorporated
Company under the Statute laws of
Virginia by firm name and style
of the "Lee Division of 'The Mutual
Benefit Association of Virginia'"
for Lee County, Virginia, and deny by
any agreement they ever styled themselves
by such name; they deny that
they with any others ever ^{agreed} ~~held~~

and held out by public and private
declarations and acts, that they
had the right under the Statute
laws of Virginia to issue Policies
of insurance for or on account
of loss or damage to property by fire
lightning or wind-storm of any
description, and deny that they
with others assumed and assumed
corporate powers to act and issue
such policies.

Respondents say that they do not
know whether said so called
Insurance Company was a
corporation, joint-stock company
or a partnership, nor do they
know its place of operations
or procedure, but they deny
that they are members of the
same, whether it be a corporation
joint-stock company or partnership
under the name of the "Lee
Division of The Mutual Benefit
Association of Virginia," for
Lee County Virginia, or under any
other name, and they deny
that they ever subscribed or alloted
to the same in any capacity, and
they deny that they ever paid any
premiums, or received or signed
any policies to the same.
Respondents further say that as

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Whether said Insurance Association
ever held a meeting and organized
they do not know, but they deny
that they ever attended ~~any~~ such meet-
ing and participated or acted in
any way therein, as they were
never members thereof, or subscri-
bers to the same.

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Respondents deny that they on the
9th day of August 1896, under the
name of the Lee Division of the
Mutual Benefit Association for
Lee County, as partners with others
or as a joint-stock for the consider-
ation of \$8 ⁷⁵ ~~100~~ ^{of the matter} ~~took~~ ^{from the} plaintiffs
underlook and agreed with him,
for the ~~matter~~ ~~partnership~~ to insure
the plaintiffs store house and its
contents on the value of \$1500;
and they deny the right of
the plaintiffs to collect any
thing from them, for as
above stated they are not
and never were members
of ^{said} Insurance Association.
Respondents further say that
as to the number, names, and
amounts, of the so called
members of said Association
as shown by the list in
the plaintiffs bill, they
know nothing as to the correct

ness thereof except as to themselves
and they deny that the amount
\$2400⁰⁰ to Z. S. Gibson \$15.00 to J. N. Gibson
and \$1000⁰⁰ to W. H. Hoskins were
subscribed by them, each respondent
denying the amount to be charged
to him; they say each one
of them that ~~they~~ never sub-
scribed anything to said Associ-
ation.

Respondents say as to what was
necessary for said Association
to do in order for any
member to collect the pro
rata assessments when
a loss was sustained, they
know nothing, and of the fire
and loss of the plaintiff and
his efforts to collect for
his loss they know nothing,
but they again deny their
liability to him for anything.

Respondents will now show
your honor that the only thing
they know of said Association
is that sometime in the sum-
mer of 1896, one E. P. Morris
representing himself as an agent
of said Association came
to their houses and solicited
them to subscribe to and
become members of the same.

but respondents refused and declined to become members or subscribe anything to said Association. Said agent then asked them to state an amount on their property that ^{they} would take, if they took anything. Said Z. S. Gibson named \$2400⁰⁰, J. N. Gibson \$1500⁰⁰, and W. H. Hostkins \$1000⁰⁰, and ~~also~~ said ~~agent~~ ^{then} said he would take their names and said amounts, and let them study over the matter and see if they would so subscribe and become members, and that he would get their answers when he came around again, and on these representations they subscribed their names to a paper said agent had, with the understanding, and reserving the right not to become members as they saw proper.

Your respondent Z. S. Gibson states that he not only informed said agent in person when he came back, but also wrote him that he would not subscribe anything to or become a member of said Association, and this ended the matter with him. Respondent W. H. Hostkins also

1 when said agent returned informed
2 him that he would not subscribe
3 anything to, or become a member of
4 said Association, and this ended
5 the matter with him.

6 Respondent J. H. Gibson ~~say~~ ^{say} o
7 that said agent did not call
8 on him for his answer, so that
9 he could decline to become a
10 member of said Association, ^{by express answer} but
11 this respondent say that he did
12 not attend any meeting or organiza-
13 tion of said Association, and said
14 agent and Association never called
15 on him for any dues, premium
16 or anything, and so he thought
17 under the understanding above
18 the matter was ended as to him,
19 for he never would have become
20 a member of said Association.

21 Respondents further say they
22 never subscribed anything to said
23 Association, never paid any
24 premiums or dues, never received
25 or signed any policies, and do not
26 see how they could, do such
27 things when they were never
28 members of the same, and do
29 not understand why plaintiff
30 wants to sue them, or collect
31 from them that ^{which} they are not
32 liable for, and that they were

greatly surprised and astonished
when they were summoned to
answer in this suit - at the attempt
to treat them as members of
said Association. Respondents filed
an affidavit sworn to by them denying said
affidavit and they are now having now
answered as fully as they are
advised it is material for them to
answer, and, denying each and
every allegation of said bill not-
withstanding before admitted or denied, they
pray the same be dismissed with
their cost in this behalf expended.
And they will ever pray etc.

B. H. Sewell,
Att'y for Respondents.

J. N. Gibson, 35 Gibson
and Wm. H. Haslam.

December 1898
H. H. Allen,

C. R. Kisterson,

Filed in open court and by
leave thereof June 18th 1898

A. B. Munsey Clerk

C. R. Kester

Complainant

vs.

In Chancery.

B. F. Kincaid, et al. Defendants.

This cause which was at the Nov. term 1898 submitted to the court to be considered in vacation, by agreement of the parties, & the court having duly considered the whole cause, & not having rendered a decree in vacation, this cause comes on this day to be heard for decree that should have been rendered in vacation, & the court being of opinion that the Complainant has no just grounds of complaint; It is adjudged ordered & decreed that the bill of the Complainant be dismissed, ^{and that} ~~he~~ ^{he} pay his own costs, but the court refuses to give costs in favor of the defendants.

C. R. Kesteven

v.s. { Sacrificial
B. F. Hill co. & al.

Eu. Co. B. 6. p. 250

Enter this
March 8 1849
W. F. M.

L. Q. Kesterson

vs

B. F. Kincaid et al

} Decree

desiring

This cause came on again this day to be heard on the papers formerly read, ~~the decree~~ and the depositions of witnesses, and was argued by counsel; whereupon the Court having ^{fully} heard the arguments of counsel, and ~~not~~ ~~having~~ ~~fully~~ time to ~~fully~~ consider of its judgments herein, it is ordered ^{by the Court of all parties} that this cause be submitted for decision and decree in vacation; ~~and it is~~ and leave is granted ~~counsel~~ to any or all parties in this suit to file briefs for the cause with the judge of this Court at any time before the first day of January 1899—

L. R. Kesterson

W. } Deere

B. F. Kincaid et al

Eu. C. O. B. 6 p. 213.

Enter this

11th 7th

Nov. 16th 1898

Clerk of the Circuit Court of Lee County,

A. B. MUNSEY, Clerk.

Jonesville, Va.,

189

Re. R. Kesterson

v.

B. F. Kincaid et al.

This cause came on this day to be heard upon the Bill of the plff., and exhibits filed and ~~was argued by Counsel~~; and the defendant ~~demurred~~ ^{generally} demurred to said bill and the plff. joined therein, and the same being argued by Counsel. The Court is of opinion that said demurrer be ~~denied~~ ^{granted} and leave is hereby ~~ever~~ ^{granted} granted to file their answer which is done, and the plff. exceptions thereon endorsed are ever ruled, and the plff. reply ~~generally~~ ^{generally} ~~thereon~~ and ~~the same is over~~ and it being admitted that since the institution of this suit ~~that~~ H. J. Russell has departed this life intestate and G. W. Russell

having qualified as the administrator of
the said H. J. Russell, estate, on
motion of the defendant, this
cause is ^{his} revived in name, and
ordered to be hereafter so pro-
ceeded in. And the cause is
continued.

W. R. Kenton

of Decree

B. F. Hincus
Att. Gen.

June 7, 1898.

Dec. 20th & 21st 1898

Entered this
June 16, 1898

M. J. M.

Virginia

At a circuit Court Continued and held for Lee County at the Court house thereof on Tuesday June the 7th 1898.

C. R. Kesterson

Plff

vs

Lee Mutual benefit association Deft

This day came again the parties by their attorneys, and the jury adjourned over on yesterday appeared in Court pursuant to their adjournment. And thereupon the plaintiff offered as evidence the policy sued on, to the reading of which the defendants objected to until the plaintiff read the Charter of said Company, thereupon the plaintiff offered to read a Charter to the reading of which the defendants objected, and said objection being argued the Court sustained the objection and refused to permit said Charter to be read. The plaintiff then offered to read as evidence the said policy to the reading of ~~the~~ ^{same} the defendant objected, and the Court sustained the objection. To which action of the Court in refusing to allow said papers to be read the plaintiff excepted and tendered his bill of exceptions which was signed and sealed by the Court and made a part of the record in this Cause. And thereupon the plaintiff declined to further prosecute his suit; It is therefore ^{ordered} that he be non-suited and pay to the witnesses summoned for the defendant and

officers of the Court the amounts to which
they may be lawfully entitled herein.

A Copy

Teste: A B Munsey Clerk

L. R. Westerson
or } Copy of Order

^{shown}
The Lee Mutual Benefit Associ-

Clerk 25

The depositions of C.P.Kesterson and others taken before me, W.A. Baker, a Justice of the Peace in and for said County, at the Office of C.T.Duncan, in the Town of Jonesville, Virginia, pursuant to an agreement of the parties, by their attorneys, on the 2nd day of November, 1898, to be read as evidence in behalf of the plaintiff in a suit in equity, pending in the Circuit Court of Lee County, wherein C.P.Kesterson is plaintiff and E.F.Kincaid and others are defendants.

Present: C.T.Duncan, attorney for the plaintiff and the plaintiff in person, and F.L.Fennington, attorney for certain defendants and E.F.Kincaid, one of said defendants, in person.

1 Ques.-- It has been stated by Mr. Nelson and George W. Snively two witnesses who have testified as witnesses for the defendants, that your shelves just before the fire were empty to a very great extent, that there was no goods on the counter &c. Please state how this was on the day ^s you staid in said store just before the fire?

Ans.--There was about the goods on the counter that we usually keep on it. There was a part of a bale of domestic, a pair of counter seal two thread cases, and what clothin we had and some hats, two show cases filled with laces and trimmings of one kind or another, handkerchiefs and notions, were about as full as we could get them, a tobacco knife, a few pair of shoes in boxes, which the shelves would not hold, we had just gotten in a bill of winter shoes, on the counter and I think there was also some bleach domestic and some drillin on the counter, but I will not be sure about that. I do not think there was ^{not} a shelf nor section of shelf in the house but what had something in it, but a part of the shelvin where we kept calico was not full.

2 Ques.--At the meeting at Walnut Hill which has just been spoken of, did Mr. Grabeel, or any of the other parties use this language to you: "I, or we, are willing for the Company to try to get up one half of the amount of his estimated loss rather than have a suit," or words to that effect?

Ans.--I think all of them did, or some of them, more than one of them any way.

3 Ques.--In that meeting, how did those persons represent themselves

as treating with you, whether as individuals, or as a committee?

Ans.--They represented themselves as a committee sent there to investigate my losses and to try to settle the matter.

4 Ques.--When had you been notified, if you had been notified at all, to meet that committee there on that day?

Ans.--At the November term of the County Court, 1896, at the meeting which I have heretofore spoken of as being held in Mr. Wynn's Office.

5 Ques.--Please state who notified you?

Ans.--W. E. Wynn for one and I think others told me also.

6 Ques.--In answer to a question propounded to him Mr. Kincaid, on his last examination on page 52 of the defts' depositions says he used the following language to you at your house on the day spoken of by you in your former deposition: "I said to Mr. Kesterson that I was elected so-called President and Bill Wynn was elected so-called Secretary and Treasurer, and we had met to organize and Mr. Dickson represented to have \$92,000 and he was to get up \$100,000 before we could organize, and he would be back the next court and complete the organization and put it in running order, bring us our literature." Did Mr. Kincaid use that language to you? Did he use the words, "so-called President" and "so-called Secretary", and did he tell you that there had to be another meeting before they could organize, or that they had to get up any further amounts before they could organize? If not, state exactly what he did say?

Obj.--The foregoing question is objected to because the plaintiff in his deposition, given in his behalf, on examination in chief, on the latter part of page 22, has already detailed his version of the conversation between him and Mr. Kincaid on that occasion, and the answer of Mr. Kincaid above referred to in the question last aforesaid is the version of Mr. Kincaid of the said conversation answered in rebuttal to the said answer of said Kesterson, and an answer now is but an attempt to surrebut what the defendants have undertaken to rebut.

R. L. Pennington for defts.

Ans.--He did not to me. He said that he was elected President and Bill Wynn, Secretary. He told me that they had already met and organized with \$90,000 or \$92,000, and he said that they had to run it on

to \$100,000, and had the privilege then to run it to \$125,000 but that they only were to get one half of the premiums from the \$100,000 to the \$125,000 and that the Company was to get the other half, that is, the agents were to get one-half and this company the other half. This is my recollection.

7 Ques.--Mr. Robinson, in answer to a question propounded to him in his second examination, that the stock of goods sold to you was an old stock, with several remnants. State the character of the stock of goods that you bought from Mr. Robinson and whether there were any remnants in it to detract materially from its value?

Ans.--There were some remnants. There was some pawn brokers clothing, but I made more money on that than anything that I bought from him, sold them at a better profit. There were some remnants of calico but none to amount to anything. The only thing that I remember to have sold for less than I gave him was some pants that he had ordered for Mr. Fulkerson's boys, which were small, but were good goods worth five or six dollars, but on account of their small size we had to sell them for less than I gave for them, it was hard ~~for~~ to find anybody small enough to wear them. I do not think of anything else now. There were some few things that were considered worthless that we did not invoice at all, and there were somethings that he had bought high that were invoiced at less than cost.

8 Ques.--Mr. Robinson, in answer to a question propounded to him, say that "I guess about one third of the stock was remnants, short lots and short ends."

~~XXXX~~--Please state if one third of said stock could in any way be considered remnants or unsalable goods, and if not, give your estimate of the percent of unsalable goods?

Ans.--I guess 10 percent might be remnants, but don't know whether there was that much or not. I did not consider anything unsalable except those pants that I have mentioned above. I think the percent it would take to put the goods in the house would make them as good as now all the way around.

9 Ques.--Please state your best opinion as to the profit you made

on the stock of goods you purchased from Mr. Robinson, that is, on the amount of said goods which you had sold?

We did not sell at a fixed per cent, but on an average I think we made 33 1/3 percent.

10 Ques.--About what part of the goods purchased from Robinson were still on hands when your house was burned?

Ans.--Not a great many, but I can't tell, I think the most of it was sold out.

// Ques.--On your examination in chief I forgot to propound a question to you which I will now ask you. After getting your policy did you consider your property insured, and did you consider yourself bound to and along with the other members of the Lee Division of the Mutual Benefit Association of Virginia for any losses that might occur to their property, insured in said Association, resulting from fire, wind-storm &c.?

Ans.--I did.

Cross-Examination.

1 Ques.--How much domestic the day that you stayed in the store just before the fire?

Ans.--I can't state exactly, but I should say from six to ten bolt

2 Ques.--By way of refreshing your memory, on the day before the fire, or the day of the fire, did you not sell to one Mr. Seals, or to Peter and Gale Seals the last or next to last bolt which you had?

Ans.--I did not sell Gale Seals anything. I sold Seals and Gregory a bolt each on the day the house was burned. It was Peter Seals and Alonzo Gregory who were making brink for me.

3 Ques.--If you had ten bolts in your store, allowing fifty yards to the bolt, if you think that is about what a bolt usually has in it, what would have been the value of that lot of domestic?

Ans.--4 1/4 or 4 1/2 cents, first cost.

4 Ques.--What was the value of the clothing which you had on hands which you say was on the counter?

Ans.--If all we had was on the counter there was about \$50.00 worth

5 Ques.--What was the value of the thread cases?

Ans.--I can't say, I don't think they were anything like half full of thread.

6 Ques.--What was the value of the two show case and contents that were on the counter, estimated separately?

Ans.--The case were ten dollars each. I should guess their contents was worth \$100.00, it is hard for me to estimate it, I might miss it either way.

7 Ques.--Give the size of these show cases, as near as you can?

Ans.--I think one was about 3 x 6 feet and the other was smaller, but I do not remember the size of them.

8 Ques.--What were the scales worth that were on the counter.

Ans.--I think they were invoiced at \$3.25.

9 Ques.--What was the tobacco knife worth?

Ans.--About \$1.00.

10 Ques.--You say that you had just gotten a bill of winter shoes. What was the amount of the bill and from whom had you purchased them and had you sold any of them before the fire; if so, how many pair?

Ans.--I think the bills amounted to about \$400.00. Mr. Johnson bought them and I do not know who he got them from. I think we had sold about ten pairs out of the new bill.

11 Ques.--About how many pairs of the old stock of shoes did you have in the house and about how much per pair would it cost to put them in the house?

Ans.--I guess something like ~~21~~ one hundred pairs of boots and shoes that would average about \$1.00 a pair.

12 Ques.--Were these shoes, including the new ones spoken of above, in separate cartons, or were there some of them in cartons and some of them only in large boxes, and if both ways, tell about how many in each?

Ans.--There were some of them in big boxes, a dozen pair in a box and some in single boxes, a single pair in a box; the most of them were in paper boxes, one pair in a box.

13 Ques.--About how much bleach domestic and drilling did you have on hands, each?

Ans.--I don't think we ever bought but one bolt of drilling at

a time, and I don't guess we had but one piece, but I don't know about this. We had more than one kind of bleach, but I can't tell how many or how much in each piece.

14 Ques.--About how many bolts or yards of calico did you have in the house and how much per yard did it costs to put it in the house?

Ans.--I can't tell how many bolts or yards, I would guess there was about ~~\$200~~ two hundred ⁸ yards and it cost from 4 to 6 cents per yd.

15 Ques.--If you had any jeans on hands, state how much and its value?

Ans.--We had some, but I havn't much idea how much.

16 Ques.--If you had any cotton goods on hands, state how much, and what it was worth?

Ans.--We had several kinds of cotton goods, but I don't know how much. I can't give much idea as to the amount.

17 Ques.--If you had any flannels on hands, state how much and what they were worth?

Ans.--I had some, but I don't remember how many pieces, or their value.

18 Ques.--How many hats did you have on hands, and what was the average value of them?

Ans.--We had about \$50.00 worth of hats, and I guess there were from 50 to 65 of them.

19 Ques.--How much queensware did you have on hands?

Ans.--About \$75.00 worth, I guess.

20 Ques.--How much of this was glass-ware, and how much china-ware, or stone-ware, how much of it was plates, how much of it was cups and saucers, how much of it was bowls, how much of it was platters of meat dishes, how much of it was wash basins and pitchers; how much of the glass-ware was tumblers and goblets, butter dishes, jelly dishes?

Ans.--Glass-ware at about \$15.00, the dishes and bowls at \$15.00 tea-cups and saucers about \$15.00, plates about \$20.00, wash bowls and pitchers about \$5.00, \$3.00 to \$5.00 worth of china-ware.

21 Ques.--How much buttons did you have on hands?

Ans.--I have no idea.

22 Ques.--How much laces and embroidery of different kind did you have?

Ans.--I guess about \$75.00 worth.

23 Ques.--How many yards of dress goods of different kinds, out side of the flannels, cotton-goods and calicoes, did you have on hands. Give the number of yards and average price?

Ans.--I can't answer.

24 Ques.--State the number of pieces of tin-ware that you had on hand as near as you can and what was its value?

Ans.--About \$50.00 worth.

25 Ques.--About what is the average price of the pieces of tin-ware that you kept on hand, and what was the lowest and what the highest priced pieces?

Ans.--I think I had a rice boiler that cost \$1.30 and the cheapest thing was 1/2 pint cup that cost ~~1~~ 1 1/2 cents. It would average, I guess from 10 to 15 cents a piece.

26 Ques.--How many pounds of nails did you have on hands at the time of the fire and what would have been the average price of the kinds you had at that time?

Ans.--I guess I had 500 lbs., kegs and pieces of kegs to make that much. I guess they cost about 3 cents a pound to put them in the house at that time.

27 Ques.--How many horse-shoes, mule shoes, and ox-shoes did you have on hands at that time, and how much were they worth.

Ans.--I had about one keg of horse shoes and mule shoes together, but no ox-shoes. A keg is 100 lbs.worth \$4.00.

28 Ques.--Did you have any other hard-ware on hand at that time; if so state what it consisted of and the respective value of each kind?

Ans.--I guess I had about \$200.00 worth of hardware, but can't tell what it was. I had bought \$100.00 worth from Belknap a short time before the fire. Plows, hoes, trace chains, hames, collars, a telegraph spoon, screws, bolts, shovels, hammers, ~~xxxxx~~, hatchets, grind-stones, screw-hooks, screw-eyes, mattocks, scissors, pocket-knives, knives and forks, spoons, were in what I had. I also had shoe tacks, carpet tacks

harness brads, brads, horseshoe nails, rope, hinges, locks, but , strop hinges, coffin hinges and screws, coffee mills, ~~plowpoints~~ Oliver plow points, bull tongues, calf tongues.

29 Ques.--How many plows and what kind and what were they worth on the average?

Ans.--2 Brown double-shovels which cost \$2.75 each.

30 Ques.--How many hoes and what were they worth each?

Ans.--I do not know how many. They cost about 21 or 22 cents each

31 Ques.--How many trace chains and what were they worth?

Ans.--I had some steel chains which cost 33 to 35 cents a pair, and some iron chains which cost about 28 cents a pair, but I don't know how many pair we had.

32 Ques.--How many hames and collars and what were they worth.

Ans.--I don't know how many hames, but they cost about 33 cents a pair. I bought a dozen leather collars at \$1.00 or \$1.25 a piece, and a dozen cloth which cost 33 cents each, but I think a few of them, I don't know how many, had been sold.

33 Ques.--What was the telegraph spoon worth?

Ans.--I think it cost a \$1.25.

34 Ques.--How many dozen screws did you have on hand and what were they worth per dozen?

Ans.--I don't know.

35 Ques.--How many dozen bolts and what were they worth?

Ans.--I don't remember how many I had, but my recollection is that they cost from 50 cents to \$4.00 per hundred.

36 Ques.--How many shovels, how many hammers, how many hatchets, how many grind-stones, how many screw-hooks, how many screw-eyes, how many mattocks, how many scizzors, how many pocket-knives, how many knives and forks, how many spoons, how many boxes of shoe tacks, harness band shoe-brads, how many pounds of horseshoe nails, how much rope, how many dozen hinges, how many dozen coffin hinges and screws, how many coffee mills, how many "Oliver" plow points, bull tongues and calf tongues, and what were they worth each or by the dozen, respectively?

Ans.--I don't remember of how many of any of the things I had, or

-84/2

of their value, except a coffee mill which cost 60 cents.

37 Ques.--Can you give a tolerably close estimate of each of the thin asked about?

Ans.--About the best estimate I can give is that I bought a \$100 worth from Belknap a short time before the fire, and I think I had about as much on hands as I bought.

38 Ques.--When did you buy this bill of Belknap?

Ans.--It was some time before the fire, I don't remember just when

39 Ques.--If you have these invoices of the bills which you bought from Belknap or any other haddware men, I will ask you to please file said invoices.

Ans.--I havn't got them. They were burnt up with the store.

40 Ques.--If you have any vouchers, either checks or receipts, for bills of goods that were furnished to this store from any hardware men I will ask you to please file them with your deposition?

Ans.--I have the following checks which I file; which are payments for all of the hardware which I bought from the time that I bought Robinson out up to the date of the fire: W.B.Belknap & Co. \$106.98, June 10th 1896; C.M.McClung & Co. \$6.85, Sept.17th 1896; C.M.McClung & Co. 4.94 Nov.3rd 1896; W.B.Belknap & Co. \$23.06 Aug.29 1896; C.M.McClung & Co. \$8.64, July 16 1896; W.W.Woodward & Co. \$8.99. The receipts for this last bill is attached to the check. I also bought a bill of about \$20.00 from Kesterson, Overton and Co. I am of the opinion that I bought another bill of \$80 or \$90, it seems to me, from Belknap & Co. I don't remember the date and can't be positive as to the amount.

41 Ques.--How much grain did you have on hand that was burned and of what did it consist?

Ans.--I suppose I had from \$30.00 to \$40.00 worth of grain, made up of wheat, oats and corn, most of it being corn.

42 Ques.--How much feathers did you have on hands at the date of the fire?

Ans.--I guess about \$10.00 worth.

43 Ques.--I will ask you to please file and mark for identification the memoranda to which you have referred in making answer to some of

the questions I have asked you?

Ans.--I file the same as requested marked "C.R.K.No.1"

44 Ques.--Please give an estimate as near as you can of the amount of hardware that was included in your purchase from Robinson?

Ans.--It was not caounted up separate from the rest of the invoice and I can't tell how much was hardware. I guess ten percent of the amount I got from him was hardware.

45 Ques.--You say in answe r to a question propounded to you by Judge Duncan that when Mr.Grabeel and others met you at Walnut Hill to talk with you in reference to your loss that they represented themselves to you as a committee to investigate and try to settle your losses. I will ask you which one of these parties made said representation to you, and the language that he used?

Ans.--Mr.Kincaid and Mr.Grabeel were the men that done most of ~~th~~ read the talking, but I think all of them told me that. They ~~were~~ their by-laws to me &c.as to how they should settle it ~~and~~ I don't remember the exact words that they used. They read from the by-laws what a store and its contents shduld not be insured for more than ~~the~~ half of its value, and that they were bound by their by-laws, and could nit pay ove half of the estimated value of my losses. And I think I told them that my attorneys had told me that my policy governed me and that the by-law govered the company, and that I don't think from what my attorneys told me that the by-laws ~~governed~~ had nothing to do with it.

45 Ques.--Upon the Sunday evening on which you say that Mr.Kincaid told you that he was elected President and Mr.Wynn Treasurer and Secret ary, what did you say in reply?

Ans.--I told him that he was a good man and so was Wynn, and that I didn't think they could have gotten better men for the places.

46 Ques.--In answer to a question propounded to you by Judge Duncan asking you what per cent of the Robinson purchase was still on hand, you ~~state~~ state that they were nearly, or most all, sold out. In answer to the same question propounded to you by me of page 26 of the depositions in chief you answered that you were not in the store but very little and could not give any idea about that. How is it that you

after answering my question in the way that you did, afterward ascertained when answering Judge Duncan's question that most of the Robinson goods had been sold?

Obj.--Objected to because the question neither correctly quotes ~~th~~ the question asked by me, nor the answer given by the witness.

C.T.Duncan for plaintiff.

Ans.--When Pennington asked me I didn't guess, and when Duncan asked me I made a guess.

47 Ques.--Do you now, or did you then, when answering my question ask you in the depositions taken in chief, have any idea of how much of the Robinson stock you had on hands at the time of the fire.

Ans.--I don't know that I do. I told him that I guessed about 2/3 of it had been sold, but it was merely a guess.

48 Ques.--In answer to a question propounded to you by Judge Duncan in your examination in chief, in which he asked you if you considered your property insured in the Lee Division of the Mutual Benefit Association of Virginia and whether or not you were bound along with the other members of said association for losses that might occur to their property, you made answer that you did so consider yourself. I will ask you now whether you did, or whether it was your intentions to, enter into a copartnership where you would be individually bound for all the liabilities of the Association, or into a corporation in which you would only be bound for your pro rata part of any and all obligations of the association?

Ans.--The way I understood it was that we were all to go in together, and if there was a loss that each one was to chip in his pro rate and pay it up, that is the way Mr.Kincaid told me down there that Sunday evening that that was the way it was to be run.

49 Ques.--Then it was your understanding, was it not, that this concern was a corporation?

Ans.--It was.

50 Ques.--When Mr.Grabeel and other met you at Walnut Hill, at the time heretofore spoken of, when they had told you their business in coming there, was the word "committee" used by either of them; if so,

by which one?

Ans.--I think they did, I am not sure that they said they were, ^{committee} a but they acted as that.

And further this witness saith not.

W R Kesterson

W.R.Boles, another witness of lawful age, being first duly sworn, deposes as follows:

1 Ques.--Are you acquainted with James H.Graham?

Ans.--I am.

2 Ques.--A short time after Mr.Kesterson's store-house was burned, please state whether or not Mr.Graham came to your place of business and made any enquiries of you or in your presence concerning Mr.Kesterson's store and the burning of it?

Ans.--He rode up there and something was mentioned about the burning of the store, and he said that he was out in the interest of the Company looking after the matter, or something of that amount.

Obj.--The foregoing and answer are excepted to because Mr.Graham is not sued as one of the defendants in this case; he is not sought to be held liable, and therefore, any representation or claim that he may have made, cannot bind these defendants. And even if he were a defendant, his representation could only be heard with reference to his own liability.

R.L.Pennington for defendants.

3 Ques.--Did Mr.Graham on that occasion mention any other business that carried him down into that neighborhood?

Ans.--I don't remember that he did, if he did.

Cross-examination.

4 Ques.--Do you know Mr.Graham's politics?

Ans.--I have always understood that he is a republican.

2 Ques.--What are your politics and what were they at that time?

Ans.--I am and have always been a democrat.

3 Ques.--Do you know Mr.C.N.Morgan, and do you know his politics?

Ans.--I do and he votes the republican ticket.

4 Ques.--Did Mr.Graham make enquiry for C.N.Morgan?

Ans.--I am not certain but what he did, I think he did. I think he asked me if I knew whether Mr.Morgan was at home.

~~Ques.~~ And further this deponent saith not.

Wit claims \$2.10
11

W R Boles

John Susong, another witness of lawful age, being first duly sworn deposes as follows:

1 Ques.--Were you acquainted with the store kept by Mr.Robinson while he sold goods at the place where Mr.Kesterson's store was burned, and state how near you lived to it?

Ans.--I was, I lived something near a quarter of a mile from it, I reckon.

2 Ques.--Please state whether or not you were in and about said store frequently while Mr.Robinson kept it?

Ans.--Yes, I was there very often.

3 Ques.--Please state whether or not you were in and about said store frequently after Mr.Kesterson bought it?

Ans.--Yes, I was there night near every day.

4 Ques.--Please state which apparently kept the largest stock, Kesterson or Robinson?

Ans.--I hardly know, but I think Kesterson did.

5 Ques.--Please state whether or not you were at said store during the day preceding the burning at night?

Ans.--Yes, I was there late in the evening between sun down and dark.

6 Ques.--Please state whether or not on that occasion there appeared to be the usual amount of goods, or were the goods scarce and the shelves empty?

Ans.--He seemed to have plenty of goods in there and I saw no shelves empty.

7 Ques.--You have heretofore stated when you were on the stand before that you heard Mr.Kincaid have a conversation with Mr.Kesterson at his house in reference to the organization of said insurance association. Please state if Mr.Kincaid on that occasion in describing his

election as President and Mr.Wynn's election as Secretary used the word "so-called President" and "so-called Secretary and Treasurer"?

Obj.--The foregoing question and an answer thereto is objected to because the witness has already been asked to detail the conversation here asked for in his deposition in chief, and the answer sought from him now is but an attempt upon the part of the plaintiff to sur-re but what the defendants have undertaken to rebut.

R.L.Pennington for defts.

Ans.--I did not hear "so-called", he said President.

Cross-examination.

1/ Ques.--What did Mr.Kesterson say in answer to what you say Mr. Kincaid said to Kesterson in regard to being elected President?

Ans.--To the best of my recollection he said that he thought they were both good men, and that he was very well pleased.

2/ Ques.--Were you present a moment ago when Mr.Kesterson was on the stand when he answered the same question last asked you?

Ans.--I was.

3/ Ques.--Do you get your recollection of what occurred there in reference to the reply which Mr.Kesterson made to Mr.Kincaid from what you heard Mr.Kesterson testify, or have you a positive recollection that Kesterson said to Kincaid that he was well pleased with Kincaid's election as President and Wynn's election as Secretary and Treasurer?

Ans.--I have a positive recollection, of what Mr.Kincaid said to Kesterson and what Kesterson said to Kincaid.

4/ Ques.--Did you heard all that passed between them or did you go away and leave them talking together?

Ans.--My recollection is that I went away and left them and Jim Wheeler talking together.

5/ Ques.--Tell the exact spot where this conversation took place as near as you can?

Ans.--It was where Mr.Johnson now lives and where Mr.Kesterson then lived, at the east end of the house under an elm tree.

6/ Ques.--Who all were present on that occasion?

Ans.--Mr.Kincaid, Mr.Kesterson, Jim Wheeler and myself were all

that were there while I was there.

And further this deponent saith not.

Wit claims 29 mi. 1 day \$2.02.

John Busong

John Catron, another witness of lawful age, being first duly sworn deposes as follows:

1 Ques.--Were you acquainted with the store kept by Mr. Robinson before he sold out to Mr. Kesterson?

Ans.--I was.

✓ Ques.--How close did you live to it?

Ans.--About a mile, and I was at it frequently.

2 Ques.--Were you acquainted with the store after Mr. Kesterson purchased it, and were you at it frequently?

Ans.--Yes, sir.

4 Ques.--How long before said store was burned was the last time you were at it?

Ans.--I was there on Friday evening before it was burned on Saturday evening.

5 Ques.--Please state, if at that time, the store appeared to be full, or were the goods scarce and shelves empty?

Ans.--The store appeared to be full to me only the calico appeared to be a little scarce, but I saw no empty shelves that I have any recollection of.

6 Ques.--State whether or not there were goods then on the counter and if you answer that there was, state what kind of goods?

Ans.--There were some goods on the counter; there were some jeans pants, and other clothing. I bought a pair of the jeans pants. There was no other goods on the counter that I recollect of seeing except the show-cases and goods that was in them.

7 Ques.--Please state how said stock of goods, at that time, compared with the stock of goods usually kept there by Mr. Robinson, was it larger or smaller, or about the same?

Ans.--There was less calico than when Robinson kept goods, but I believe that it was fuller of hardware and shoes and other goods than I ever saw Robinson have there.

Cross-examination.

1 Ques.--Where do you live?

Ans.--I live on Mr.Kesterson's land on what is called the Dry branch.

2 Ques.--Do you rent land from and work for C.R.Kesterson? now and did you at the date of the fire?

Ans.--I rent land from him, but I don't work for him very much. I lived then at the same place I do now.

3 Ques.--Do you know A.N.Nelson?

Ans.--Yes, sir.

Obj.--Objected to because immaterial. C.T.Duncan for plff.

4 Ques.--Have you been told what he testifies, or what any other witness testified with reference to the comparative value or size of the stock of goods kept by Mr.Kesterson and Mr.Robinson?

Ans.--Yes sir.

5 Ques.--Who told you?

Ans.--I believe it was Mr.John Susong. I heard them talking about it this morning. I think Frank Susong was along. Mr.Kesterson told me ~~what~~ about Nelson, what he said.

6 Ques.--Did he then ask you after he had told you what Mr.Nelson and others had stated about the value ~~of the goods~~ or size of these goods what you would swear in the case?

Ans.--He was telling about what Nelson stated in the case and he asked me if I wasn't there on the Friday evening I was telling about and I told him I was. He asked me what I thought the stock of goods was worth that was there on Friday and I told him that I wasn't posted in goods and did not know very much about them. He asked me ~~if~~ which I thought had the most goods him or Robinson, and I told him I thought he had the most goods. He then stated that he wanted me to come up here here as a witness.

7 Ques.--Would it not be hard for you to state positively which of the two stocks of goods was really the largest?

Ans.--When the store got burned there was a larger stock of goods in it than when Robinson sold to Kesterson.

And further this witness saith not.

Witness claims 1 day
26 mi. \$1.28.

Wit. L.T. Agate.

John ^{his} X Catron
made

Frank Susong, another witness of lawful age being first duly sworn deposes as follows:

1 Ques.--Did you know the store of Mr. Kesterson before it was burned and state how close you lived to it?

Ans.--I knew it and lived about a quarter of a mile from it.

2 Ques.--How long have you been living at that place?

Ans.--About three years.

3 Ques.--What relation are you to C.R. Kesterson?

Ans.--His wife is my cousin.

4 Ques.--State whose land you live on?

Ans.--C.R. Kesterson's

5 Ques.--How close did you live to that store while Mr. Robinson owned it.

Ans.--Part of the time it was about a mile and part the rest it was about a quarter.

6 Ques.--State whether or not you were at the store frequently both while Mr. Robinson and Mr. Kesterson owned it?

Ans.--I was.

7 Ques.--State whether or not you did your trading or any trading at that store?

Ans.--I did.

8 Ques.--How long was it before the store was burned that you were there the last time?

Ans.--I was there on Friday evening and it was burned Saturday evening.

9 Ques.--Please state whether the store then appeared to be full or were the goods scarce and the shelves empty?

Ans.--There was plenty of goods and I did not see any shelves empty.

10 Ques.--Please state how said stock of goods then in the store appeared to compare in amount with the stock of goods kept there by Mr.

Robinson?

Ans.--Mr.Kesterson had more.

// Ques.--State the persons that live nearest around said store.

Ans.--John Susong, Alex.Ayers, Sam Roland's family, myself, Mr.John son, Golving Chadwell, T.S.Snively, Wm.Brown and John Ball, W.E.Wynn, Bayless Lorton,

✓ Ques.--How far do John Ball, Wm.Brown and W.E.Wyn live from there?

Ans.--Near about a mile.

Cross-examine.

/ Ques.--Are you a renter of Mr.Kesterson?

Ans.--Yes sir.

2 Ques.--Does your father live on Mr.Kesterson's land or rent land from him?

Ans.--No sir.

3 Ques.--Who does he rent from?

Ans.--Jim Wheeler.

4 Ques.--Who did you first tell what you swear in this case?

Ans.--I do not recollect of telling it to anybody.

5 Ques.--Didn't you tell Mr.Kesterson that you would state in this case that he had a bigger stock of goods at the time of the fire than Robinson had at the time he sold out to Mr.Kesterson?

Ans.--Not that I recollect of.

6 Ques.--Didn't Mr.Kesterson ask you anything about this case and about you testifying?

Ans.--I believe he did, but he ever asked me much about it that I recollect. He may have done so but I don't recollect it.

7 Ques.--How came you to come here to day?

Ans.--Mr.Kesterson got me to come.

8 Ques.--Did you ever tell anybody else what you would testify in this case?

Ans.--I don't know as I did.

Obj.--Objected to unless the question calls the attention of the witness more definitely as to what particular thing he is asking about?

C.T.Duncan for plff.

9 Ques.--Didn't you know what you were wanted here ~~for~~ to testify about before you came here or before you went on the stand as a witness?

Ans.--I knew I was wanted here as a witness for Mr.Kesterson.

10 Ques.--You knew you were wanted here as a witness for Mr.Kesterson and yet you say, do you, that nobody ever asked you on what particular point you would be called upon to testify?

Ans.--I said to the best of my recollection nobody ever asked me.

11 Ques.--Is your recollection good or bad?

Ans.--Very good.

12 Ques.--If you could remember the comparative value or size of a stock of goods which W.S.Robinson had on hands in Feby.1896, and which C.R.Kesterson had on hands the 2nd of October,1896, why is it that you can't remember whether Mr.Kesterson or anyone else talked with you and asked you what you would testify in reference to this case?

Ans.--I can't tell why it is.

13 Ques.--Is it not a fact that you have stated that you do not remember whether Mr.Kesterson or some one else has talked to you ~~upon~~ about what you would testify simply because you were afraid that someone would think in reading this testimony that your deposition given in Mr.Kesterson's behalf was a made up thing between you and Mr.Kesterson or his agents and attorneys?

Ans.--No sir. Me. and Mr.Kesterson never made up anything.

And further this deponent saith not.

Wit. claims 1 da 25 mi.

\$1.70

mit. R. L. Hyatt.

Frause his Susong mark

~~QUEXXX~~

G.W.Johnson, another witness of lawful age, being first duly sworn deposes as follows:

1 Ques.--Mr.A.N.Nelson says that he was at the store of Mr.Kesterson a week or may be a little more before the store was burned; that on that occasion the stock seemed scarce; that he remarked to you that you were letting your stock of goods ^{run down} to what it was when Mr.Robinson was there; that you answered,yes, that you had let them run down right smart to what they had been?

Please state whether that occurred?

19

Ans.--I have no recollection of it whatever.

2 Ques.--Had the stock of goods at that time run down to what it was when Mr. Robinson was there?

Ans.--No sir, it hadn't.

3 Ques.--Mr. Nelson further states "the goods seemed to be pretty well all gone out of the shelves, seemed to be scarce. Please state if that is a fact?

Ans.--There was not an empty shelf in the house that I know of. The goods were not scarce. We had a good stock except the prints.

4 Ques.--Please state whether or not there was a bale of domestic or the principal part of a bale of domestic on the counter when Mr. Nelson was there, say about a week or ten days before the fire?

Ans.--I do not know that Mr. Nelson was ever there, but at the time spoken of there was a part of bale of domestic on the counter, but I do not know how many bolts there were.

5 Ques.--Mr. George S. Snavely states that he was at the store-house of Mr. Kesterson some 8 or 10 days before the fire. Please state how long he stayed there and if the doors and windows were open on that occasion, or how that was?

Ans.--Mr. Snavely was there on Sunday morning, the first Sunday in September, of the Sunday after the first Saturday in September, 1896. The door was partly open and probably all the way back, but the windows were shut. I don't remember how long he stayed, but it might have been 1/2 or 3/4 or an hour, I don't think it was more than an hour.

6 Ques.--How was said stock of goods at that time?

Ans.--About as usual.

7 Ques.--Mr. Snavely states that at the time Mr. Robinson sold out to Mr. Kesterson he, Robinson, had a much larger stock than Mr. Kesterson had at the time he, Snavely, was there. Now please state which stock of goods was the larger the one Mr. Kesterson bought from Mr. Robinson or the one that Mr. Kesterson had on the Sunday Mr. Snavely was there?

Ans.--Mr. Kesterson had a good deal the most on the Sunday Mr. Snavely was there.

1st day 7 hr.

20.

Adjourned to meet on to-morrow morning at 9 o'clock this the 2nd day of November, 1898

N. A. Baker J.P.

Thursday morning Nov. 3rd, 1898. Met pursuant to adjournment.

N. A. Baker J.P.

8 Ques.-- Did you help invoice the goods when Mr. Kesterson purchased them from Mr. Robinson, if you say yes state who else assisted?

Ans.-- I did help invoice them. W.S. Robinson and his son, C.R. Kesterson and A.B. Kesterson also aided in making said invoice.

9 Ques.-- After said goods were invoiced up to the time of the fire who was the active clerk in charge of the store?

Ans.-- I was the clerk from the 17th day of Feb. 1896 to the time of the fire, or rather two days before the fire when I started on a visit to Tenn. as before stated by me.

10 Ques.-- Please state who did the purchasing for said store?

Ans.-- The first few bills were bought by Mr. Kesterson ~~XXXXX~~ at Cumberland Gap from a drummer, after that I purchased them.

11 Ques.-- Who did the paying for said goods, purchased after the purchase from Robinson, state if you know how these payments were made whether by check or in money?

Ans.-- Mr. Kesterson paid for them, I guess it was by check. I paid some cash on bills to drummers as they came by. These cash payments by me amounted to about the sum of \$100.00.

12 Ques.-- I now hand you what purports to be a lot of checks and receipts to wholesale merchants, will ask you to take the same and look at them and if they are payments on bills of goods, please file them and mark them "G.W.J. 4, 5, 6, 7, &c." for this store

Ans.-- I have looked over said checks and receipts and they are for payments made ~~for~~ on goods for said store, and I file and mark the same as requested. From 4 to 35 inclusive

13 Ques.-- You have stated above that you helped invoice said Robinson

stock of goods. Please state whether or not said stock of goods was a good merchantable stock of goods?

Ans.--I consid red them a fair merchantable stock.

14 Ques.--If there was any unsalable good in them, please state what would be the amount of said unsalable goods?

Ans.--There were three pair of pants that we could not sell at what we gave for them, or didn't do it anyway. There was nothing else that I remember of.

15 Ques.--State the percent of profit over the invoice at which you sold said goods?

Ans.--An average of 30 to 35 per cent.

16 Ques.--Were there any remnants in said stock of goods outside of the pants that you have spoken of that had to be sold at less than they were invoiced?

Ans.--Nothing that I remember of.

17 Ques.--About what part of the Robinson stock of goods were still on hands when the fire occurred?

Ans.--I could not answer that definitely, I just sold what ever any body called for. My impression is that something like 2/3 of it ~~nd~~ had been sold.

18 Ques.--Were you at Walnut Hill on the day that Grabeel, Bales, Wynn and Kincaid had a ceonference with Mr. Kesterson with a view to adjusting his losses?

Ans.--I was.

19 Ques.--On that occasion did you hear the ~~renunciation~~ proposition made to Mr. Kesterson to pay him one half of \$1243.00; if you did, ~~plea~~ please state as nearly as you can what Mr. Kesterson said in reply there to?

Ans.--It is my impression that the offer amounted to \$612.00, that is, the offer made by Mr. Grabeel, at any rate is was ~~\$12 hundred and~~ ~~hundred~~ half of twelve hundred and some odd dollars. He said he would not take it, that if they owed him \$1200.00 ^{or whatever it was} half would not pay it, or words to that effect. I can't remember the exact words. He further asked them how they calculated it.

20 Ques.--When Mr.Kesterson told them that he would not accept their offer, as above stated by you, what reply did they make, if they made any?

Ans.--As well as I remember about it, Mr.Kincaid said "Boys, we will make him a tender of this." or something like that, and "if we beat him out of all of it, you will get your money back", or words to that effect.

21 Ques.--On that occasion who did the figuring?

Ans.--Mr.Grabeel, is my recollection about it.

22 Ques.--When Mr.Kesterson asked Mr.Grabeel how he arrived at the \$1245.00, or the amount named by him, did Mr.Grabeel give him any answer?

Ans.--He did not to my recollection.

23 Ques.--Did not Mr.Grabeel on that occasion tell Mr.Kesterson that if he did not accept their offer he would make him look mighty little for putting in the house as high as he did, or words to that effect?

Obj.--The last six questions and answers thereto are excepted to because evidence in chief, unless counsel for the plaintiff will aver that these questions were omitted or forgotten to be asked when Mr. Johnson was first on the stand, and the last question is excepted to further because leading.

R.L.Pennington for plaintiff.

Ans.--I don't know that he said if he did not accept the offer, but he said he would make him look little about the house.

24 Ques.-- Please state if after Mr. Kesterson had refused to accept the amount offered to him on that day at Walnut Hill if Mr. Kincaid or Mr. Grabeel did not say to Mr. Kesterson that if he did not take that they would try to beat him out of the whole thing or words to that effect, and if you answer that they did please state which one said it?

Obj.--Objected to because the question asked is one which was asked in chief of some of the plaintiff's witnesses who made answer thereto, and which was ~~also~~ also testified to by the defendant's witnesses.

R.L.Pennington for deffss.

Ans.--Yes, something to that amount. As well as I remember Mr.

Kincaid said "Boys, we will make him a tender of this money, and if he refuses it, we will try to beat him out of all of it and you will get your money back," or words to that effect. I can't tell just the exact words.

Cross-examination.

1 Ques.--How much domestic did you have?

Ans.--There was some on the counter when I left, but I don't know how much.

2 Ques.--Give an estimate?

Ans.--I haven't much idea, there might have been $1\frac{1}{2}$ bale. There were some whole bolts, but how many I could not tell.

3 Ques.--How much calico and how much was it worth?

Ans.--There might have been four or five hundred yards and there might not have been so many. It cost from $3\frac{1}{2}$ to 6 cents, I think, to put it in the house.

4 Ques.--I didn't ask you how much there might have been, but "how much" calico. I will ask you if you can give an estimate at all that you are willing to rely upon as a correct answer, to give an estimate as closely as you can?

Ans.--I would be willing to say that there were three hundred yards.

5 Ques.--How much flannels?

Ans.--We had one whole bolt that had never broke on. We got it from the Mulberry Woolen Mills, and I don't know how many yards their bolts run. There is usually from 50 to 60 yards on a bolt. We also had some pieces of bolts, but I don't know how much was on them. There were about one half of two bolts. I think the two pieces of bolts cost $12\frac{1}{2}$ and $16\frac{2}{3}$ cents, respectively. The whole bolt was 25 cents a yard.

6 Ques.--How much cotten goods?

Ans.--There was between 300 and 400 yards. It cost from ~~between~~ $3\frac{1}{2}$ to $6\frac{1}{2}$, or an average of 5 cents per yard.

7 Ques.--How much jeans and its value?

Ans.--There was one whole bolt that had never been broken, it was

25 cents a yard. Jeans contains from 40 to 60 yards, per bolt. There were some ~~twentythree~~ several pieces of bolts, enough to make 2 1/2 bolts, which would average 18 or 19 cents, per yard.

8 Ques.--How much bed ticking and its value?

Ans.--We had about 1/2 bolt of one piece and about 2/3 of another I don't remember the cost, but I sold them at 30 and 40 cents per yard, respectively. I think there would be as much as 50 yards in both pieces.

9 Ques.--How many yards of dress-goods outside of the cotton-checks cotton flannels and calicoes, and how much did it cost per yard on the average to put it in the house?

Ans.--We had several pieces, some eight or ten, and they cost from 7 1/2 to 40 cents per yard to put it in the house. There was about 55 yards in a piece that cost 40 cents per yard, which we got from Mr. Robinson. There were 150 yards or more of the rest of it and the average price would be from 13 to 18 cents.

10 Ques.--How much gingham and its value?

Ans.--I think there was about 300 yards which cost from 5 to 7 cents.

11 Ques.--How much bleach and drilling?

Ans.--There were three or four pieces of bleach, 200 yards in all, average price 8 cents per yard. There was one piece of drilling and one of canton flannel, about 20 yards that cost 6 1/2 and about 30 yards in the piece that cost 7 1/2 or 8 cents.

12 Ques.--How many dozen of spool cotton did you have?

Ans.--We had a good assortment of thread, something like 25 or 30 dozen, which costs 45 cents per doz.

13 Ques.--What were the buttons that you had worth?

Ans.--From 8 to 12 dollars worth.

14 Ques.--How many handkerchiefs and their value?

Ans.--We had several dozen and pieces of dozen which cost from 40 cents to \$4.00 per dozen. Value of whole lot \$20.00

15 Ques.--How much laces did you have and what did they consist of?

Ans.--I think there from \$30.00 to \$40.00 worth of lace consisting

of cotton and silk lace.

16 Ques.--Is there any other thing in the notion department which you have not stated?

Ans.--There was a lot of ribbon. The bolts averaged from 4 to 15 cents a yard, 10 yards in a bolt. I guess there was as much as 20 bolts to put it all together, worth on average \$1.00 a bolt.

17 Ques.--Was there any thing else in the notion department?

Ans.--Yes, suspenders, collars, cuffs, jewelry, pencils, pens, pen holders, and others things, all worth something like \$30.00.

18 Ques.--How much sugar, and its value.

Ans.--Something like 400 lbs. which cost about 5 1/2 cents to put in.

19 Ques.--How much coffee?

Ans.--About 100 pounds of Arbuckles which, I think, at that time cost about 17 or 18 cents per pound. There were about 3 bags of green coffee, which would average about 140 pounds to the bag, which, I think then cost from 16 to 19 cents per lb.

20 Ques.--How much canned goods?

Ans.--From 10 to 15 dozen of all, which cost on the average, I guess 9 cents per can.

21 Ques.--How much lard?

Ans.--I think there was one can, 50 lbs., which cost 7 cents.

22 Ques.--How much bacon?

Ans.--From 200 to 225 lbs. which cost 6 1/2 to put it in the house I guess at that time.

23 Ques.--How many crackers?

Ans.--About 30 lbs. which cost 5 1/2 cents per pound.

24 Ques.--How much candy?

Ans.--From 50 to 75 lbs. of old candy, which cost from 5 1/4 to 6 1/2 cents. I don't remember whether we had bought a new lot or not for Christmas.

25 Ques.--How much tea?

Ans.--About 4 pounds or a little more which cost 37 to 40 cts. per pound.

26 Ques.--How much tobacco?

Ans.--We had a good lot of chewing tobacco, I think, 150 lbs. which cost about \$45.00. We had not over \$5.00 worth of cigars, cheroots and cigarettes.

27 Ques.--How much powder, shot, lead, and cartridges?

Ans.--One whole keg, 25 lbs., 22 cents a pound; \$6.00 or \$7.00 worth of cartridges; \$3.00 worth of shot; \$1.50 worth of caps; \$1.25 worth of lead.

28 Ques.--How much leather?

Ans.--About 16 or 18 pounds of sole leather, worth 20 to 25 cents, per pound.

29 Ques.--How much rope?

Ans.--Nearly a bale each of two pieces that cost 8 and 10 cents a pound, first cost. About 33 to 35 pounds to the piece, I think, am not certain about this.

30 Ques.--Anything else in groceries?

Ans.--I think I had six or eight pounds of cotton batting worth about 7 1/2 or 8 cents a pound. About \$10.00 worth of bale cotton. I had ~~about~~ about 50 pounds of rice worth about 5 1/2 cents per pound. There might have been two or three packages of oat-meal, which I sold at 15 cts. or two for 25 cts. We had a right good lot of dies, but I don't remember how much, about \$8.00 or \$10.00 worth I guess. There were some spices, pepper, ginger, all worth about \$3.00 or 4.00. We had about \$2.00 worth of brooms. There was some salt, but I don't remember how much. There was very nearly a barrel of coal oil, I think, which cost about \$7.50.

31 Ques.--You say that Mr. Kincaid said, at Walnut Hill, that "We will make him a tender of this money, and if he refuses it, we will try to beat him out of all of it, and you will get your money back." What money did you understand from the conversation that they would get back

Ans.--Their pro rata of the \$600.00, is the way I understood it,

32 Ques.--Did Mr. Kincaid make Kesterson a tender of the six hundred and odd dollars?

Ans.--Not that I know of.

33 Ques.--Give the name and address of the marchants from whom you purchased your several bills of goods, and the amounts and dates of the several purchases, and the kinds of goods purchased from each?

Ans.--McMillan, Hazen & Co., Knoxville, Tenn, boots & shoes, July 20th 1896, \$71.35; Aug. 21, \$24.00, Sept. 8th \$48.65; Hazen & Lotspeitch Groceries, Knoxville, Tenn. By permission of counsel for the defendat I file statements showing the goods, amounts, from whom bought, the dates, and the addresses of the merchants marked "G.W.G. Nos A1 to A15" inclusive. Some of the bills mentioned on said statements I bought and some Mr. Kesterson bought. I have made a cross mark in front of all items bought by me. These statements do not show all the goods that were purchased by me or Mr. Kesterson.

And further this witness saith not.

Wit. claims \$2.20

G. W. Johnson

1.

E.R.King, another witness of lawful age being first duly sworn, deposes as follows:

1 Ques.--Josephus Grabeel, in his deposition, states that he received from you papers purporting to be applications for insurance which are filed with the deposition of W.E.Wynn marked "W.E.W.Nos.31,35,38,38,36,45,42,41,46,47,54,53,and 79" I will now hand the same papers to you and ask you to state when and from whom you received them?

Ans.--I don't know who left them there with me, they were rolled up, and he told me to hand them to Mr.Grabeel to sign, and I did so. I don't know that these are the same papers, if I examined them then I have no recollection of it. I do not know the date I handed them to Mr.Grabeel, or when they were given to me.

2 Ques.--How long after they were handed to you until you handed them to Mr.Grabeel?

Ans.--I don't know.

3 Ques.--Have you an impression from whom you received them; if so state whom?

Ans.--No, sir, I haven't any idea.

4 Ques.--I see among said papers an application signed by yourself with the name of E.P.Morris as Local Agent. State whether or not you think that it was the said E.P.Morris who gave you said papers to hand to Mr.Grabeel?

Ans.--No, it was not.

5 Ques.--Did Mr.Grabeel sign said papers on the back at your place of business on the same day that you gave them to him?

Ans.--I believe that he did, but I can't be positive of it.

And further this witness does not say.

*wit claims 66 cts
1 da 12 mi.*

E.R.King

Virginia Lee County, To Wit:

I W.A. Baker a justice of the peace in and for Lee County in the state of Virginia, do certify, that the foregoing depositions of C.R. Kesterson, W.R. Boles, John Susong, John Catron, Frank Susong, G.W. Johnson and E.R. King were taken, sworn to and subscribed before before at the times and place and for the purpose mentioned in the caption. Given under my hand this the 3rd day of November 1898.

W.A. Baker

J.P.

[Faint, illegible handwritten notes or a ledger table spanning the bottom half of the page. It appears to be organized in columns with various numbers and names, but the text is too faded to transcribe accurately.]

C. R. Westerson
V5, { In chy.
B. F. Sinclair et al

Depositions of
C. R. Westerson
W. R. Bales
John Susong
John Catron
Frank Susong
G. W. Johnson
E. R. Shing

75-
75-
8.35-

Cash ----- \$8.25-
W. R. Bales 2.10
John Susong 2.02
John Catron 1.78
Frank Susong 1.70
G. W. Johnson 2.20
E. R. Shing 1.60

The deposition of J.M.Wheeler taken by agreement at the office of C.T.Duncan in the town of Jonesville, on the 7th day of November 1898 before me W.A.Baker one of the Justices for Lee county, Virginia to be read as evidence on behalf of the complainant in the chancery cause now pending in the Circuit Court of Lee County in which C.R.Kesterson is plaintiff and B.F.Kincaid and others are defendants.

Present C.T.Duncan attorney for plaintiff, R.L.Pennington for defendants.

J.M.Wheeler a witness of lawful age being first duly sworn deposes and says:

(Ques.-- On or about the 25th day of November, 1896, the day upon which B.F.Kincaid, W.E.Wynn and Josephus Grabeel and V.G.Dales met Mr. Kesterson at Walnut Hill to have a talk with him about his losses, please state if on that day you saw and had a talk with Josephus Grabeel between your haouse and J.S.Willis's?

Ans.-- I did. I met Mr. Grabeel and Mr. V.G.Dales a short distance east of Bole's store.

Ques.-- Please state if in that conversation and at that time Mr. Grabeel did not ask you to see Mr.Kesterson and get him if you could to accept the proposition of settlement which they on that day had made to him?

Ans.-- He did.

And further this deponant saith not.

2 days
80 miles

100
3.20
\$ 4.20

J. M. Wheeler

Virginia Lee County To-wit:

I, W.A.Baker, a justice of the pease in and for said county do certify that the foregoing deposition of J.M.Wheeler was taken sworn to and subscribed before me at the time and place and for the purpose mentioned in the caption. Given under my hand this the 7th day of November, 1898.

W. A. Baker

J.P

C. R. Westerson
vs { Depositions
B. F. Kincaid et al

C. R. Westerson

vs { Depositions

B. F. Kincaid et al

Deposition of
J. M. Wheeler

Carls.

J. M. Wheeler \$470

J. P.

75-4

Received from Ma.
Baker the J. P. before
whom taken and
filed this Nov 7th
1898.

A. B. Munsey Clerk

Met pursuant to adjournment at the Office of Pennington Bros., in
Johesville, Virginia, on Monday the 10th day of October, 1898.

Present:: Same parties as last week.

34 Ques.--Have you brought with you the paper referred to by you and
which you were asked to file as "B.F.C.No.5." for identification? If
so will you please now file it?

Ans.--I have it, and file it as requested, marked "B.F.C.No.5."

35 Ques.--I see on said paper a good deal of figuring in pencil, was
that figuring on the paper when you received it from Mr.Wynn, and state
if you know, by whom said penciling was done, and the purposes for which
it was done?

Ans.--I do not think there was any figuring on it at the start. I
think I did some of the figuring, and that Mr.Wynn did some; I also
think that probably Mr.Colson figured some on it when he made a copy of
it. The most I did was to make the crosses after the names. What I
did was parties that wrote to me and saw me and said they did not belong
long to the organization, as it was not complete, and I made these cross
marks to distinguish those persons. And others on here also said the
same that have no cross-marks, that is, persons that I saw. When I
first saw the paper the red marks and red figuring was on there. I do
not know the purpose of the other figuring on said paper.

36 Ques.--What figuring on this paper was done by Mr.Colson at the
time he copied it?

Ans.--I do not know what he did. He had the paper and was looking
at it, but I do not know what marks he made on it, if any. What I mean
is that he probably checked the names off as he copied the paper.

37 Ques.--Did Francis Holliday ever tell you that he did not consider
he belonged to said concern; that it was not complete &c.?

Ans.--I had no talk with Mr.Holliday about this matter. I do not
whether I
know who put the cross after his name or not; I do not know who did
that or what it was done for.

38 Ques.--What was the amount of J.H.Graham's application for insur-
ance in said Company?

Ans.--I do not know.

39 Ques.--After you had signed said policies, as stated by you in an-

swer to a question heretofore propounded to you, did you, or said association, inform C.R.Kesterson that said policies were not to become binding until something else was done? If so, when did you inform him?

Ans.--I did not, and I do not know whether said association did or not. I had no right to inform him about any matters.

40 Ques.--After said policies were signed, as stated by you, did you keep them in your possession? If not, what became of them?

Ans.--I signed them on the table and pushed them to one side, and my opinion is that the agent, Dixon, picked them up.

Cross-Examination.

1 Ques.--You stated in answer to a question by Judge Duncan that these policies were signed at different places by you. Please state when and where you signed all the policies that you ever signed?

Ans.--I signed a lot in the court-house, on the day that there was a meeting here; I signed a lot of blank policies, I know, down at Mr.Couk's Hotel, on the same day; I told Dixon, when I signed the blanks that I did not want to do so, but he said to sign them so they could complete the organization--that that would forward them along. I signed one more sent to me by Mel Ely, or Morris, I do not know which, about a week after the meeting here at the court-house. This last mentioned policy was in favor of Mel.Ely.

2 Ques.--What meeting do you refer to?

Ans.--To the meeting on the 24th of Aug.1896.

3 Ques.--Did you hear or have you read a deposition of H.C.T.Richmond taken in this case?

Ans.--I ~~have~~ heard it, and have read it.

4 Ques.--Referring to the conversation mentioned by Mr.Richmond in that deposition as having taken place in his store between you and him in regard to a policy of insurance, please state what that conversation was?

Ans.--Mr.Richmond wanted to take a policy after his policy which he then had in another Company should run out. ~~It is not in the deposition~~ He mentioned the Mutual Benefit Association, and I told him it was not complete and was in bad shape and he could not get any policy in it.

He said he wanted to get in a Company that he could sue and be sued.

5 Ques.--Did you ever ask him to become a member of that Association?

Ans.--If I did, I do not remember it. I would have stated that if it was not complete, in any conversation I would have had with him on the subject.

~~Ques.~~ The latter part of the foregoing answer is objected to. It is not what the witness would have done that we are inquiring into, but it is what he actually did do, or did not do.

C.T.Duncan, for plff.

6 Ques.--If I understand you you mean to say that you are certain that if you had any conversation with him about becoming a member, you also told him that the organization was not complete. Is this correct?

Ans.--Yes sir.

7 Ques.--When and through whom did you first hear of the Mutual Benefit Association of Virginia?

Ans.--Through Mr.E.P.Morris, some time before the meeting in August before referred to.

8 Ques.--Please state what representations, if any, the said Morris made to you, and all he said to you in regard to said Association?

Obj.--The foregoing question and any answer thereto are objected to, because the representations of the said Morris to the witness are not admissible, nor are the statements of the said Morris evidence in this matter. They were made before the policy was issued to Mr.Kesterson, and, at most, the statements of the said Morris to this witness would be mere hearsay, and could not effect the plaintiff in this cause

C.T.Duncan and D.C.Sewell, for plff.

Ans.--He told me he was around getting up Insurance, and he wanted me to take a policy, and that it was the very thing that I ought to be in. He also told me that he wanted me to act as President, and I refused at the start. He told me that Mr.Hyatt, at Jonesville, had recommended me, and that Mr.Hyatt said, when his policies run out on his house that he would go in. I asked him how much he would have to get up before he could organize. He told me that he was not allowed to organize and could not organize under \$100,000.00.

9 Ques.--Did he or not represent to you that he proposed to organize a chartered Company, and that he had already granted a charter for the purpose?

Obj.--Objected to for the reasons stated above.

C.T.Duncan for plff.

Ans.--He did not say anything about the charter at my house. ~~He~~ Afterwards, after we had the meeting on the 24th day of Aug., at Mr. Richards store, I asked him about a charter, and told him that we would have to have a charter. He said that I need not be uneasy about the charter, that he would have the charter, have up the \$100,000.00, and have our by-laws and literature at the next meeting. We were to have another meeting in 30 days after the one we had had, or at the next court.

10 Ques.--Did you ever have any intention of going into a contract of insurance which would bind you as a partner, or was it your purpose to become a member of a regularly organized and incorporated Company?

Obj.--Objected to because it is not the intention of the witness that governs, or should fix his legal liability, but it is his acts. Therefore his purposes and intentions are immaterial.

C.T.Duncan and D.C.Sewell.

Ans.--I did not have any intention of going into a contract of partnership; but to become a member of a chartered Company. I would not think of going into such a thing as that as a partnership business.

11 Ques.--I will ask you to look at what is known as the Kesterson Policy in this case, and state, if you know, who filled in the name of C.R.Kesterson in the body of the policy, as well as the other blanks that are filled in?

Ans.--I do not know who did it, or where or when it was done.

12 Ques.--You have stated several times that in the meeting held here on the 24th of Aug. 1896, the organization of the said Association was not complete. Please state what it lacked of being complete?

Ans.--We met to organize, and the parties did not have up \$100,000.00, and represented that day on the floor, Dickson did, that he had \$92,000 and would get it up to \$100,000 or more, and that all he got

over that he would give us half the money, that is, half ~~h~~ premiums. and we was to meet in thirty days, and ^{he} was to give us our literature and by-laws and put us in running order. The organization was not complete because the \$100,000 was not got up.

13 Ques.--Do I understand you to state that those applicants who were present that day, including yourself, were not willing to complete the organization, or perfect their contracts, or accept their policies, until \$10,000 of insurance had been applied for?

Ans.--That was the understanding, that it was not complete; none of us ~~did not~~ ^{ed} consider ourselves bound until that \$100,000 was got up.

14 Ques.--You ~~are~~ stated just now, "that the parties did not have up \$100,000." What parties did you refer to?

Ans.--E.P. Morris, Dickson and Rutledge. They were the parties that that were getting up the Company.

15 Ques.--Were they all present on the day of the meeting in Aug 1896

Ans.--Yes sir.

16 Ques.--Who called that meeting together?

Ans.--Mr. Morris called the lower end of the County, and he said that the other two were to call their parts, that is, the parts of the County they had worked.

17 Ques.--Did the meeting to which you have referred adjourn to meet again, and if so, for what purpose?

Ans.--It did, to meet again in 30 days or at the next court, to complete the organization. In the meantime they were to get up the balance of the \$100,000 in applications.

18 Ques.--Were the agents, as you have called, them, natives ^{or citizens} of Lee County, or where did they come from, if you know?

Ans.--Morris said he was from the East; he told me his County, but I have forgotten it now. They were not natives or citizens of Lee County. They claimed to represent a Richmond Company, and to have the right to organize County branches.

19 Ques.--When the agents to which you have referred took the policies which you signed, did they have any authority from the meeting held ~~here~~ here in August to issue said policies, or to bind any member of that

meeting until the said \$100,000 in application had been raised, and the organization otherwise completed?

~~Ans.~~ Objected to because immaterial, irrelevant and inadmissible. The authority of said agents, when intrusted with said policies, is a question of law, and cannot be determined by the opinion of this witness. And for the further reason that the proceedings of said meeting were kept in writing, and, unless the authority of said agents was limited by the proceedings of said meeting, no verbal limitation of authority would be legal. And the proceedings of said meeting ~~xxxxxx~~ as reduced to writing, are the best evidence as to what was done.

C.T.Duncan and D.C.Sewell, for p.

Ans.--They did not.

20 Ques.--Did the aforesaid agents, in canvassing the county of Lee, pretend to represent the defendants in this case, as their agents, or did they claim to be agents of the Richmond Company, out here for the purpose of organizing a branch?

Ans.--They claimed ^{to} agents from Richmond that come out here to organize this company.

21 Ques.--Did they ever get up and turn in the \$100,000 in applications?

Ans.--They did not.

22 Ques.--Did they ever call another meeting here or anywhere else in the County, or was any other such meeting ever held?

Ans.--No.

23 Ques.--Did they ever provide you with a charter?

Ans.--They did not.

24 Ques.--Was the organization of the branch of the Mutual Benefit Association which they attempted to get up for the County of Lee ever completed?

Obj.--Objected to because it is a question of law and not of fact, and the witness has heretofore, in answer to questions propounded to him by defendants' counsel, explained everything that was done, or at least he has been asked questions which called for a full explanation. and the answer of this question would, therefore, be a mere opinion.

C.T.Duncan for plff.

Ans.--It never was.

25- Ques.--Did you canvass the county of Lee to solicit applications or was this done by the aforeaid agents, Morris, Rutledge and Dickson?

Ans.--I did not, it was done by said agents.

26 Ques.--When did you last see any of the said agents and what so far as you know became of them?

Ans.--The last I ever saw of Dickson and Rutledge was the day of the meeting in Jonesville, on the 24th day of Aug, 1896; I saw Morris at Mr. Richmond's store, at Ewing, Va. about a week afterwards, when he told me he would be ~~xxxx~~ ^{at Jonesville} in about 30 days or at Court and bring our Literature, give us our charter, have up the \$100,000. in applications, and complete the organization. I do not know what became of them; I have never heard from them from that day to this.

27 Ques.--You stated awhile ago that Dickson represented on the floor in the meeting that they had up about \$92,000 in applications at that time. Was this true?

Ans.--It was not, he did not have that amount. I think he had ~~ab~~ \$65,000 to \$70,000; but at the time we supposed he had the \$92,000.

28 Ques.--You stated that the parties to whom you have referred as agents were to furnish you with literature, a charter &c. and that they never did provide the charter. Did they ever provide the literature which they promised?

Ans.--No, sir, they did not. They gave ~~me~~ me what they called the by-laws before this meeting.

29 Ques.--I now show you a pamphlet purporting ~~to~~ to be the by-laws of the Mutual Benefit Association of Virginia, and ask you to state ~~whether~~ whether or not this pamphlet was furnished you by E.P. Morris, whose name is written upon the back of the same?

Ans.--It was, and I file the same with my deposition marked "B.F.C No. 6."

~~QUESTIONS~~ Re-Examination.

(1) What literature was it that they agreed to furnish you besides the by-laws and charter as stated above by ~~me~~ you which they did not fur-

nish you?

Ans.--Blank policies, applications and receipts, and a sufficient quantity of by-laws.

2 Ques.--Were these by-laws adopted as the bylaws of the Lee Division of the Mutual Benefit Association of Virginia, and if so, when?

Ans.--They were to be the by-laws when he got the organization complete. They never were adopted.

3 Ques.--~~If the same were never adopted, what manner of the Association ever applied to you for copies of the same by-laws?~~

When was it you told Mr. Richmond that you thought the Company was in bad shape, and where was it you so told him?

Ans.--At his store, after the term of the court when these agents were to come back and perfect the organization and had failed to appear.

4 Ques.--You state in answer to a question propounded to you by your counsel that on the 24th day of August, 1896, the meeting then held here at Jonesville, adjourned to some given time. Now state definitely to what time they did adjourn to if there was an adjournment to a particular time?

Ans.--Until the next Court.

5 Ques.--Did it hold a meeting at the next term of the court pursuant to the adjournment?

Ans.--No sir.

6 Ques.--Did said Association ever hold another meeting after said 24th day of August, 1896?

Ans.--It did not.

7 Ques.--Was there not a meeting held by said Association or some of the members thereof, here in Jonesville, after Mr. Kesterson's store was burned?

Ans.--There were some of the members met in Mr. Wynn's Office and talked the matter over.

8 Ques.--How come that meeting to be held?

Ans.--I told some of them to come in there, and I think Mr. Wynn told some of them, and probably some of the other members told some of

them to come in. There were some of the members here in town that would not come in. There was no regular call.

9 Ques.--You state in answer to a question by your counsel that it was your purpose to go into a regularly incorporated Company. Why did you not make enquiries as to the charter of the said Com any before you organized and before you accepted the office of president and signed policies which went into the hands of said agents?

Ans.--I did not think I had any right to make any enquiries until the organization was complete.

10 Ques.--Did you not on the day you met here elect officers of said Company, and if so state what offices you filled and whom you filled them with?

Ans.--Mr. Dickson was the leading man who was up on the floor most of the time doing the talking. He told us what we ought to have and do I was elected president, W.E. Wynn, secretary and treasurer, V.G. Bales, A.R. Hyatt, Josephus Grabeel, F.K. Wilson and W.S. Coldiron, directors, and J.H. Graham, local agent.

11 Ques.--You state in answer to a question that said agents did not issue have authority to ~~deliver~~ policies until the \$100,000 was raised. Then I will ask you to explain why you signed policies until said \$100,000 was raised, and why you signed policies in blank and delivered them to said agents?

Ans.-- I signed the policies because Mr. Dickson said it was right and it would forward them along and help them to complete the organization.

12 Ques.--You state in answer to a question that Mr. Dickson represented that he had about \$92,000 of applications. Did he have present at that time the list of applicants, or did the meeting call on him for said list, and did he not furnish it there in the meeting?

Ans.--He had a paper he was reading ~~from which I suppose was the~~ *from, but I do not think* ~~it was a list of the applicants. No names were called.~~ *list.* I do not remember whether the meeting called on him for said list or not.

Ques.--~~Is the list which you have filed with your depositions marked "E.F.C. No. 5." the list from which he was reading on that day?~~

13 ~~Answer it is not the same paper~~ Ques.--If the names of applicants were neither called for nor given out by the agents to said meeting, upon what information did the meeting proceed in electing its officers?

Ans.--He said that was the way for us to do, that we had met there to try to organize, and he did not have \$100,000 and the organization was not complete.

So much of the foregoing answer as undertakes to detail what any one said is objected to; it is not responsive to the question.

Duncan for plaintiff.

14 Ques.--Did you, or said meeting, elect ^{as} officers any persons until the meeting was informed that such persons were applicants for insurance in said Company?

Ans.--I do not know.

And further this deponent saith not.

Witness claims 3 days 22 miles
2 trips #342

B. F. Skinsaid

W.E.Wynn, another witness of lawful age, being first duly sworn, deposes as follows:

1 Ques.--Were you present at the meeting of applicants for insurance in the Mutual Benefit Association of Virginia, held in the court-house at Jonesville, on the 24th day of August, 1896? If you answer that you were please state whether or not you acted as Secretary of that meeting?

Ans.--I answer that I was never present at any such meeting, nor do I know of a meeting of a Company of that name. I was at a meeting held here in the court-house, and I suppose it was on the 24th day of ~~X~~ August, 1896, but I do not remember how they did style the concern. I acted as Secretary of the meeting ~~at~~ that I attended.

2 Ques.--Did you keep a record of the proceedings of that meeting? If so, will you please file it and mark it "W.E.W.No.1." for identification?

Ans.--I kept a memorandum of ~~what was done~~ part of what was done, and I file the same marked as requested.

3 Ques.--You say "I kept a memorandum of part of what was done". Did said meeting transact any business of which you failed to keep a memorandum, and if so what was it?

Ans.--I do not think there was any point of business that I left out.

4 Ques.--State as nearly as you can each and every person present, participating in the proceedings of said meeting, either by making motions or voting?

Ans.--I ~~th~~ do not remember any others who were present except those who have been mentioned by other witnesses ~~a~~ in the foregoing depositions, and I do not know that any of them made any motions or voted except that I believe I remember of Harvey Young making a motion, and I remember of the agents, Dickson and Morris, making suggestions, and doing the principal part of the talking. I think Dickson did the principal part of the talking.

5 Ques.--Were you not on that day elected Secretary and Treasurer of the Lee Division of the Mutual Benefit Association of Virginia, and if so, who put your name in nomination and who voted on the question?

Ans.--I was elected to be ~~selected~~ Secretary and Treasurer of this concern whatever it was to be, but I do not remember who put me in nomination, except that I remember Dickson suggested I was the man, and I do not remember any particular person that voted on the question.

6 Ques.--Now please state what the concern was to be², of which you were ~~selected~~ to be Secretary and Treasurer?

Ans.--I have never been able to know exactly what the name was to be. It seems from the applications that they have one name and the policies have another name. I told Dickson that day that I did not know how to head the memorandum I kept of the proceedings of the meeting, and he told me, and I put it down and it appears on the memorandum which I have filed just as he told me.

7 Ques.--Please state what you understood you was elected secretary of, an Insurance Company, a Distillery Company, or what?

Ans.--If there was anything said about a distillery company I do not remember it. My understanding was that it was to be an Insurance

Company, a regularly chartered company.

8 Ques.--Was it your understanding that said charter had already ~~been~~ been granted, or that it was to be afterwards granted?

Ans.--The agents said that they ^{had} ~~the~~ authority from the regular chartered institution to come into this county and get up a county division or something of that sort, and that when they got it up to the proper amount they would furnish us with the the proper authority to do business, and I took it from that they ~~they~~ had the charter or whatever was necessary to empower us to do business.

9 Ques.--Did you take any steps to inform yourself either on the day of said meeting at Jonesville, of which you have before spoken, or at any time prior thereto to inform yourself as to whether or not said agents had the authority or powers which they claimed?

Ans.--I did not.

10 Ques.--Were any policies signed and issued on that day? If so state to whom they were issued?

Ans.--I ~~thex~~ think there were some signed, and that some were delivered. There was one handed to me that day, but I do not remember any other particular policies that were handed out on that day.

11 Ques.--You say a policy was signed, and given to you on that day. Where is that policy, and will you file it and mark it "W.E.W.No.2."

Ans.--I have it, and I file it as requested.

12 Ques.--Was this policy issued to you upon an application previously made by you, and if so, was that application in writing, and if you answer that it was in writing, where is it, and if in your possession, will you please file it?

Ans.--It was issued on a written application, which is now in my possession and which I file marked "W.E.W.No.3." for identification.

13 Ques.--From whom did you receive this application after you had made it and delivered it to the agent? and when?

Ans.--I suppose it was in the bunch of applications that was given to me by the agents, a part of which, in my opinion, were given to me on the day of the meeting here.

14 Ques.--Have you not in your possession a number of applications, signed by various parties, for insurance in said Association. If so, state the name of each, the amount of insurance applied for, and file the same as part of your deposition marked "W.E.W.Nos.4.5.6.7.8.&c.

Ans.--I have in my possession a number of applications as follows, to wit:

Name.	Date.	Amount.	marked.
J.J.Bays,	Sept.4th 1896.	\$ 300.00	"W.E.W.No.4."
M.R.Gilly,	" 12th "	800.00	5
H.J.Russell	" " "	1000.00	6
E.R.Taylor,	" 19th "	500.00	7
G.W.Pennington	Aug.25th "	1400.00	8
Amanda Jackson	Sept.4th "	600.00	9
T.B.Forrester	" 10th "	1000.00	10
D.S.Reasor	Aug.25th "	2000.00	11
Mrs.E.E.Waddill	" 28th "	300.00	12
P.M.Reasor	" 27th "	520.00	13.
Martha S.Sprinkle	Sept. "	1500.00	14.
E.M.Gilbert	" 16th "	1300.00	15.
Sarah M.Pennington	" 4th "	1000.00	16
Jeff Pennington	" " "	500.00	17. ✓
F.P.Bungardner	Aug. 14th "	1100.00	18
Daniel Deane	July 4th "	1200.00	19.
G.W.Dalton	" 24th "	1500.00	20.
M.S.Ball	" 23rd "	3000.00	21
V.S.Banner,	Aug.20th "	1300.00	22.
D.J.Banner	" " "	500.00	23
S.E.Thompson	" 3rd "	1125.00	24.
Wm.Burk	" 8th "	500.00	25.
J.G.Carter	" " "	1000.00	26.
Caleb Bales	July 29th "	500.00	27.
R.B.Beatty	Aug.14th "	1800.00	28.
Ball & Snavelly	" 3rd "	2700.00	29.
B.F.Kincaid	July 33rd "	1200.00	30

12520.00
 13320

Jacob Crouse	Aug 11th 1896	\$1000.00	31.
R.B.Ely	July 23rd "	725.00	32
J.N.Gibson	" 24th "	1500.00	33.
V.G.Bales	" 28th "	1500.00	34.
M.G.Ely,	" 30th "	700.00	35.
J.H.Graham	Aug. 24th "	1000.00	36.
C.M.Graham	" " "	500.00	37.
E.R.King	July 29th "	1000.00	38.
S.C.Kincaid	" 24th "	1300.00	39
James F.Kelly	Aug. 26th "	800.00 ✓	40
J.Maj.Lucas	" 17th "	1200.00	41.
Alexander Litton	" 8th "	300.00	42.
Dorothy Loyd	" 14th "	1000.00	43.
H.E.Fugate	" 1st "	500.00	44.
F.A.Muncy	" 11th "	600.00	45.
John McClure	" 5th "	1220.00	46.
J.R.McDonald	" 11th "	500.00	47.
L.C.Shelburn	" 14th "	2200.00	48.
A.P.Wynn,	July 30th "	1000.00	49.
N.Wygal	Aug. 20th "	600.00	50.
S.Wygal	" 13th "	275.00	51
G.W.Gibson	July 28th "	2000.00	52.
Josephus Grabeel	" 31st "	2500.00	53.
T.S.Ely	" 30th "	1000.00	54.
J.C.Wynn	Aug. 1st "	1600.00	55.
J.M.Wheeler & Co.	" 20th "	2100.00	56.
J.M.Wheeler	July 25th "	1350.00	57.
D.C.Willis	" 27th "	1500.00	58.
F.R.Wilson	Aug. 19th "	1800.00	59.
J.F.Skaggs	" 12th "	1500.00	60
F.B. & M.E.Cox	July 25th "	400.00	61.
E.M.Smyth	" 23rd "	500.00	62.
J.J.Carter	Aug. 18th "	600.00	63.
J.N.Duff	July 31st "	1600.00	64.

J.M.Olinger	Aug.15th1896	\$1050.00	65.
A.K.Debusk	" 13rd 1896	2000.00	66.
Jemima Bishop	July 30th "	1200.00	67.
John W.Scott	Aug.19th "	1250.00	69.
J.D.Olinger	July 30th "	500.00	70.
V.R.Aistrop	" 25th "	950.00	71.
John B.Barker	" 29th "	1100.00	72.
D.E.Clarkston	" " "	1000.00	73.
H.D.Wilson	" 30th "	400.00	73.
W.S.Coldiron	" 29th "	1000.00	74.
Harvey Young	" 30th "	1750.00	75.
Ira Baker	" 28th "	1000.00	76.
G.W.H.Kimberling	" 31st \$	500.00	77.
W.T.Gilly	Aug. 13th "	1000.00	78.
Francis Holliday	July 31st "	300.00	79.
A.R.Hyatt	Aug. 8th "	500.00	80.

There was also turned over to me an application of Elkanah Pennington for \$2000.00, dated Aug.13th 1896, but the same is not signed by the said Pennington. The same is herewith filed marked "W.E.W.No.81

15 Ques.--I now show you a paper filed with the deposition of B.F. Kincaid and marked "B.F.C.No.5" which Mr.Kincaid says he obtained from you. Please state from whom you obtained it, and when?

Ans.--I am unable to state from whom I obtained it; it came to me by mail. I do not think there was anything else with it in the envelope, when I lifted it out of the post-office. It was some time after the date of the meeting here.

16 Ques.--Is this paper now in the condition it was in when you received it? If not, tell the difference?

Ans.--It is not. There is some pencil figuring on it which was not on it when I got it.

17 Ques.--Please state who did the pencil figuring on it and for what purpose it was done? And state as nearly as you can when the said pencil figuring was done?

Ans.--My impression is that I figured some on it, and there is

some on it that I do not know who did nor for what purpose it was done. Some of the figuring that I done was about the time that I received the paper, possibly about all of it. I do not remember just exactly why I did the figuring, all of it. Some of the figuring was probably done by me on account of the fact that some of the parties whose names appear on the list told me that they had not made application. Some of it might have been done after the Kesterson fire.

18 Ques.--What figuring is done on it by you with reference to persons who told you they had not made application?

Ans.--I can't exactly tell.

19 Ques.--I will ask you to state if the figuring in pencil is not the amounts which you estimated each one of these parties would have to pay to compensate Mr.Kesterson for his loss?

Ans.--Some of it might have been for that purpose. I have not had the paper in my possession for a considerable time, and I do not remember in regard to the figuring.

22 Ques.--How soon after the fire which destroyed Mr.Kesterson's store-house until you heard of it?

Ans.--The next day, I think, or it may have been the same night.

23 Ques.--On the Monday morning after the fire, did you not meet Mr.Kesterson at the place of the fire, and if so, state who was with you and how you come to go?

Ans.--I did; Mr.V.G.Bales was with me; I learned on Sunday that Mr.Kesterson's property was burned, and from some of the neighbors, that he had made application in this Company, that I was likely to become a member of, if it was ever completed. I thought that if the Company was ever completed that we would be ^{due.} bound to pay him for his loss. I did not go because I was bound under any obligations to go.

24 Ques.--You state that you understood he was an applicant for insurance in the Company in which you had made an application, and that if it was ever completed that you would be due Mr.Kesterson something. Was it ~~a part of~~ this obligation which caused you to go there on said Monday morning, and did the same motive influence you to meet him again If so, when and where?

Ans.--The day that I had set for collecting taxes at Walnut Hill Mr. Kesterson and myself, with others, were there.

25 Ques.--On that day, at Walnut Hill, did you participate with the others in trying to make a settlement with Mr. Kesterson of his claim?

Ans.--I did not understand that that was the purpose of the meeting there, but that there might be some agreement come upon, as a compromise, with Mr. Kesterson, that might be satisfactory to him with regard to the burning of his house. I think possibly I was present a part of the time with Mr. Kesterson and the others, but very little, because I was very busy with my tax-collecting business. I do not remember whether Mr. Kesterson and me had any particular conversation that day in regard to the matter or not.

26 Ques.--On that occasion didn't you and the other parties, who were present, trying to make said settlement with Mr. Kesterson, figure up his losses to be \$1245.00, and did you not make him an offer of one half that amount, stating to him that by the by-laws of said Company a man could only insure his stock of goods for one-half or 50% of their value?

Ans.--My recollection is that I did not make any figures in regard to the matter that day, neither do I remember that I told him that day that he was not allowed to insure for but one-half of the value of his goods and property, but I had at other times told him that the by-laws did not admit merchandise ^{and the house in which they were contained} to be insured but for half of ~~this~~ value.

27 Ques.--Who were the other persons that were there representing the Company?

~~ANSWER~~ ^{it seems} This question is objected to because that there was a Company represented there which has not been proven.

J.L.Kelly, for defts.

Ans.--There was no Company represented there on that day, but Mr. B.F.Kincaid, Josephus Grabeel, and V.G.Dales were there.

~~QUESTIONS~~ The further taking of these depositions is adjourned until the 19th day of October, 1898, same place.

W.A. Baker Jr

Met pursuant to adjournment on the 19th day of October
1898, same place. - 40. M.A. Baker J.P.

28 Ques. ---You state in answer to the last question ~~and~~ propounded to you "that there was no Company represented there on that day, but Mr. E. F. Kincaid, Josephus Grabeel and V.G. Bales were there." Who was Mr. E. F. Kincaid, Josephus Grabeel and V.G. Bales there representing? Were they representing themselves or were they representing some Company or association, and if so, please state what Company or Association they were representing?

Ans. ---I don't ^{know} that they were there representing anybody in particular. As I understood the agreement to meet there it was to try to make a compromise with Mr. Kesterson as above stated. They had no particular ^{from} authority ~~from~~ any one to meet there, only they had consulted with several parties here at a time before spoken of and agreed to meet Mr. Kesterson there and try to ~~settle with him~~ come upon some agreement.

29 Ques. ---You say that as you understood it that those parties were ~~at~~ there that day pursuant to an agreement to meet Mr. Kesterson as you have above stated. When and where and with whom was that agreement ~~made~~ made?

Ans. ---On a court day, as I remember, I do not remember the month, but suppose it was in October, or it might have been November, I was in my Office here in Jonesville. I was very busy and did not pay very much attention to the matter any way. There were several men in my office during the day. They would come in and go out and there never was but a few of them in at a time, but the matter was discussed some, and Mr. Kesterson wanted something done. And the understanding was that these parties should go and try to ~~settle with him~~ come on some agreement with Mr. Kesterson. I can't state the names of the parties who were consulted about the matter. I think probably the parties or some of them whose names have been mentioned ~~since~~ during the taking of these depositions were there, but I can't say just whom, as I was very busy and was not paying much attention to the matter.

30 Ques. ---Were the persons who were in your office that day, and who were consulting about Mr. Kesterson's loss, and by whom the agreement was made that Mr. Kincaid, Mr. Grabeel, and Mr. Bales should meet Mr. Kesterson as above stated by you, persons whose name appear on the list which is filed with Mr. Kincaid's deposition

and persons whose names you have given in your deposition as applicants for insurance?

Ans.--Yes.

31 Ques.--On that day, at Walnut Hill, when Josephus Grabeel Vince Bales and Frank Kincaid met Mr. Kesterson as you have above stated, and during the consultation between Mr. Kesterson and them and with yourself if you were in said consultation at any time, was a copy of the by-laws of the Mutual Benefit Association ^{of Virginia} shown to Mr. Kesterson and that part of it read to him forbidding the taking of insurance on stocks of merchandise at more than half the value thereof?

Ans.--I don't remember whether a copy was shown to him, or whether that part was read to him.

32 Ques.--At the meeting on the Court day above spoken of by you was there not also a consultation over the fact that some property had been given in to the Association too high, for instance, W.F. Gilly's stable at Pennington Gap? And was there not a Committee appointed to investigate that matter, or was not the Director of Rocky Station District directed to look into the matter, and if found too high to reduce it?

Objected to because immaterial.

J.L. Kelly for defts.

Ans.--If you refer to the day we were talking here at my office there was talk that the property was too high and that it was to be adjusted, but I do not remember Gilly's property being mentioned, and if there was any Committee appointed I have no knowledge of it.

33 Ques.--How was the valuation of the property to be adjusted and by whom?

Ans.--There was no plan by which it was to be done at that time. It was just talked of. On the day that we had the meeting in the courthouse, it was agreed by all parties that were present on that day that no one was to become responsible until the organization was completed and the amounts for which property was to be insured were adjusted by the proper parties.

34 Ques.--Did not the by-laws of the Mutual Benefit Association of Virginia which you have stated you told Mr. Kesterson did not allow stock

stocks of goods to be taken but for half of their value also make it the duty of the Director of the District in which property was located to lower the valuation of any property that he thought was too high?

Ans.--I think the by-laws do state that.

35- Ques.--Who were elected Directors for said Association, if any body, and give their names and the Districts for which they were elected?

Ans.--V.G.Bales, for Rose Hill Dist.; Josephus Grabeel for White Shoals Dist.; A.R.Hyatt, for Jonesville Dist.; I believe F.K.Wilson for Rockey Station Dist.; and I believe W.S.Coldiron for Yokum Station Dist.

36 Ques.--Did you pay the premium on your application for insurance in said Association? If so, please state when you paid it? And if you took a receipt for it file the same with your deposition and mark it "W.E.W.88" for identification?

Ans.--Yes. And I will file the receipt. I think I paid it the day we had the meeting in the Court-house, ~~after~~ on the same day I got the policy.

37 Ques.--After the meeting at your office did not you as Treasurer make out an assessment of the amount each subscriber would be required to pay to compensate Mr.Kesterson for his loss, and send such assessment to them with a request to forward to you the amount thus called for, and did not quite a number of them forward to you the amounts which you had called on them for?

Ans.--I made an estimate of what would be each one's share on the \$600.00 proposition which we had made to Mr.Kesterson, and sent it to some of the parties stating to them that we had offered Mr.Kesterson \$600.00, and also stated that if he did not accept this proposition, that I would return the money and would not pay it. Some of the parties sent me the amount called for. I told Mr.Kesterson that I had received some of the money, and he told me that he would not accept the \$600. and I stopped and did not call on any of the others for their shares, and returned the money that I had received.

38 Ques.--Was that call made before or after the time when Mr.V.G. Bales, Josephus Grabeel and Frank Kincaid met Mr.Kesterson as you have before stated?

Ans. After

39 Ques.--After you learned of Mr. Kesterson's fire did you not write to J.D. Adams, the General Agent of the Mutual Benefit Association of Virginia, for instructions how to proceed to adjust said loss, and did he not answer your letter, and if so, please file said answer with your deposition and mark it "80" for identification, and if you received more than one letter file all of them?

Ans.--I wrote to some one and my impression is that it was Adams. I stated to him that there had been some men in this country getting up an insurance business and that they purported to have so many thousand dollars, and that they had misrepresented the matter, that they had reported men as taking insurance that had not done do, that they had promised to give ~~us~~ ^{us} a charter and to furnish us with literature, and that they had left the country and left us without any authority to do anything, and that there had been a loss by fire, and that we did not know what to do about the matter. I got an answer, but do not know where it is now.

40 Ques.--Did you not write to him twice after Mr. Kesterson's loss and was not the first letter simply for instruction and was it not the second letter in which you ~~made~~ made the statements above related, and did you not keep a copy of your letters, and if so will you please file them marked "W.E.W.80" and "W.E.W.90"?

Ans.--I think I did write two letter; I kept no copies; I think they were both about the same thing.

41 Ques.--Have you filed all the letters, papers, books, applications &c. which you have pertaining to the business of said Association? If not file the remainder and mark them for identification beginning with "91" and running on until you end.

Ans.--I have no other paper that I have any knowledge of.

~~And further that independent of the notes~~

Cross-examination?

Ques!--Did you ever talk to C.R. Kesterson before the fire about his policy?

Ans.--I did not.

Ques.²--When was the first time that you ever heard of his having a policy?

Ans.--The next day.

Ans.--It was the next day after the fire is my recollection.

Ques.³--When you went to see Kesterson on Monday after the fire did you represent to him that you had any authority or right to adjust his loss or make settlement with him?

Ans.--I did not, but told him that I had no authority. I told him about this, I think: That the organization or Company was not complete, that these parties had went off and left us without any auctority to do anything and in bad shape, and that I did not know how we ought to proceed or what we ought to do. I also told him I would write and see if I could get any information ~~about what~~, I mean write to Richmond. I did not get any information or instructions.

Ques.⁴--You speak of "these parties" in your last answer. To what parties ~~that were here trying to get up the concern~~ do you refer?

Ans.--The agents, Morris, Dickson and Rutledge, that were here trying to get up the concern.

Ques.⁵--Had these agents or any of them represented to you that the said Association had a home office in Richmond?

Ans.--That is my recollection, that Morris did.

Ques.⁶--How did you happen to apply for a policy in the said Association?

Ans.--Upon the solicitation of E.P. Morris.

Ques.⁷--State what representations the said Morris made to you when he asked you to become a member of said Association?

Obj.--Objected to b cause immaterial. The whole of said representations, whatever they may have been, were waived by the organization made by the applicants in person on the 24th day of Aug. 1893.

C.T. Duncan, for plff.

Ans.--He said that he was out here for the purpose of getting up a County or branch organization for the benefit and protection of the citizens, and that it was a regular chartered concern as I understood it, and that he had authority to do so. He also went on to explain that no man would be liable in the organization for anything but his pro rata part of whatever damage might occur. He also insisted very much on my going into it.

Ques.8.--Did you ever canvass the County of Lee or solicit applicants for the said Association?

Ans.--I never did.

Ques.9.--So far as you know who did do all the canvassing that was done?

Ans.--I don't know of any one except Morris, Rutledge and Dickson.

Ques.--Did you ever have any intention of entering to a contract of partnership in this matter?

Obj.--Objected to because immaterial.

Duncan and Sewell Corp.

Ans.--None whatever.

Ques.--11.--Would you have ~~entered into~~ applied for membership in said Association, but for the representations of the said Morris that he had the authority to organize a regular corporation?

Ans.--I would not.

Ques.12.--~~Were you~~ At the meeting at the court-house on the 24th of Aug 1896, did you hear the said agents or either of them make any public statements, and if so, please state what they were?

Ans.--Yes, I heard them. The man, Dickson, I think he represented himself to be, announced that we had met there for the purpose of setting in running order the county division of the Association, and that they had succeeded in getting up quite a lot of applications, about 22,000 or 23,000 dollars, I think, and that he had secured quite a number of other application as soon as this thing was started which would take stock in the organization. He went on to say a good deal about the matter one way and another, that it was necessary to have officers elected, and on the representations he give there were some officers elected. After said officers were elected he stated that it was necessary for them to sign up the policies, applications and so on, and that that was the way they done the business. When it come to the signing up of the papers the matter did not seem to be satisfactory, that is the representation of the amount he had &c., did not seem to be satisfactory to the parties present, and there was quite a sensation amongst them over it, and parties there refused to sign papers and pay the pre-

miums, from the fact that they did not think that the amount which they represented to have was sufficient for an organization of that kind.

13 Ques.--Did he state in the meeting that the charter was ready or would be forthcoming for the company?

Obj.--Objected to because immaterial.

C.T.Duncan, for plff.

Ans.--He said that if they would give him until next court he would have all the necessary papers and the applications up to \$100,000 or more, and would be there with the charter. These statements were made after the meeting expressed dissatisfactions as to the amount of the applications &c.

14 Ques.--Did the meeting then adjourn ~~and if so~~ for that purpose; and if so, to what time and place?

Obj.--Objected to because the minutes if the meeting kept by the witness and already filed with his deposition, are the best evidence of said meeting did.

C.T.Duncan, for Plaintiff.

Ans.--It did, until the next court or for thirty days, at the court house.

15 Ques.--You have stated that you acted as Secretary of that meeting on the 24th. Did you keep any other memorandum of what was done in that meeting except the one you have filed with your deposition; and did you ever enter any memorandum of the proceedings of that meeting in any book or paper, except on said paper?

Ans.--I did not.

16 Ques.--Was it the understanding and agreement on the 24th that until such future meeting, and until the agents had gotten up the \$100,000.00 in applications, and had presented the charter and other necessary literature, no member of that meeting should be bound by anything done by that meeting that day?

Obj.--Objected to because directly leading, and because the minutes show no such action being taken, and because the organization of said Company and the issuing of policies thereunder before said \$100,000 was raised or the charter of which the witness speaks furnished, was

an unconditional waiver of all conditions, and a direct and positive acceptance of the representations of said agents and the amounts which they had secured in applications.

C.T.Duncan for plff.

Ans.--It was my understanding and I think it was the understanding of the entire meeting.

17 Ques.--Did the said Agents get any authority from that meeting to do anything to bind any member of that meeting until the said Agents had complied with their several undertakings?

Obg.--Objected to because the question here asked is for a conclusion of law; the witness can only state what was done.

C.T.Duncan for plaintiff.

Advs. Ans.--They did not.

18 Ques.--In the meeting on the 24th of Aug. I will ask you to state, if you can recollect, whether the officers were elected before or after it developed that the said Agents claimed to have only \$2,000 in applications?

Ans.--I think about the first thing that was done was the election of officers. I think the man's name was Dickson that did most of the ~~affi~~ talking. He suggested the names of a part of the officers. ~~XXXXXXXXXX~~ As I recollect the fact that the agents claimed only \$2,000 developed after the election of officers. There was also dissatisfaction because property was over-estimated.

19 Ques.--You were asked in your direct examination something about a six hundred dollar proposition, which you made to Kesterson. Was this proposition made by way of compromise or did you admit to him that you owed him that sum?

Ans.--I understand that it was by way of compromise; I do not understand that we admitted being indebted to him in any shape. And that ~~proposition~~ was only made provided the other applicants were willing.

20 Ques.--Mr. Kesterson has stated, in his deposition, that on the Monday morning after the fire you and Mr. Dales valued what was left at \$5.00, and told him he could use it at that. Was this true?

Ans.--I never valued anything, ^{and} ~~and~~ Mr. Bales ~~not~~ ^{not} to my knowledge I stated to Kesterson at that time that we had no authority to do anything.

21 Ques.--Mr. Kesterson, in his deposition, speaks of a meeting which was held here at Jonesville after the fire. Was there ever any regularly called meeting of the said Association after the 24th day of August 1896?

Ans.-- There was not to my knowledge.

22 Ques.--Mr. Kesterson states in his deposition that he thinks you ~~ta~~ told him about the meeting ~~of the 24th~~ shortly after it was held. He says also that he thinks you and John Susong and others were at his house when he says Kincaid told him about the meeting of the 24th. Is this true.

Ans.--I never had any conversation with Mr. Kesterson before the fire in regard to this matter to my recollection. I do not remember that Mr. Kincaid and myself have ever been together at his house, neither do I remember of being at his house when Mr. Susong and others were there.

23 Ques.--What became of the said Agents and when did you last see any of them?

Ans.--I never saw any of them except Morris after the 24th day of Aug., the day when we met here. I saw Morris at Ewing a short time after the meeting, but had no conversation with him.

24 Ques.--Did you ever hear from any of the Agents after they left here?

Ans.--I received by mail a lot of these applications and with them a letter which I had overlooked until last night, and I file the said letter as a part of my deposition marked "W.E.W.No. 91".

25 Ques.--Was this letter written in answer to one written by you?

Ans.--It was not.

26 Ques.--After the said Agents had left this County without completing their work, did you, and so far as you know any other of the defendants in this case, intend to try to complete your organization unless you heard something further from them or from the home office in Richmond?

Ans.--No.

27 Ques.--A few days after the fire, at the time when you Mr. Kesterson, Mr. Bales and Mr. Grabeel were at Walnut Hill, talking about the adjustment of Mr. Kesterson's loss, didn't Mr. Kesterson tell you or say in your presence that he had let his stock of goods run down \$300.00 or \$400.00?

Ans.--I do not remember whether he said it in my presence that day, but he had ^{said} as much to me in conversations before that time, that ~~that~~ is, that he had let his stock run down some three or four hundred dollars from what it was at the time he insured his property.

28 Ques.--If you are acquainted with the store-house that was burned give the size and character of the building?

Ans.--I suppose it was about 15 or 16 feet wide and possibly 30 feet long, and I suppose from its appearance it was about 8 feet high. It was covered with boards. It was boxed. I do not remember whether it was ceiled. It had a counter running along one side and across one end. There was a little room boxed up on the west side of it.

29 Ques.--Were the goods only on the side and end of the house which the counter was?

Ans.--They were principally on that side.

30 Ques.--What did you think the value of the house would have reasonably been?

Ans.--I should think \$100.00 would be a pretty fair price for it.

1 Ques. by B.H. Sewell atty. for J.N. Gibson et als.--Please state whether or not Z.S. Gibson, J.N. Gibson, or Wm. Hoskins were present at the meeting of Aug. 24th 1896 referred to in the above depositions? held at the court-house in Jonesville?

Ans.--I do not think they were, I did not see them.

2 Ques.--Please state whether or not the said Z.S. Gibson, J.N. Gibson or Wm. Hoskins were considered, at said meeting, as members of the so-called Association?

Ans.--They were not that I know of. I do not know that their names were mentioned unless it was Mr. Hoskin's. I am not positive, but my best recollection is that Mr. Hoskins' name was mentioned and he was not considered as a member.

I also know that C.W.Wynn, Daniel Dean, and Henderson Dean were mentioned as not being members.

(1) Ques. by Kelly & Pennington.--You state in the last question asked you by Mr.Sewell that Z.S.Gibson, J.N.Gibson and Wm.Hoskins were not considered in the meeting as members of the so-called Association. Was anyone else considered as a member until the organization was to be completed at the next meeting, when the required amount of subscriptions, amounting to not less than \$100,000.00 had been secured?

Obj.--Objected to because Gibsons and Hoskins were not present, took no action. As to how those who were present and took action are to be considered is a matter of law, and not the opinion of the witness, and for the further reason that the witness has already given the same ~~XXXXX~~ opinion here asked for in a question propounded to him by Mr.Kelly.

C.T.Duncan for plaintiff.

Ans.--I have stated before that they were not, and of course they were not.

Re-examination.

(1) Ques.--You say that nobody were considered members until the \$100,000.00 was obtained, and another meeting held. Yet on that day policies were signed by the president, delivered to the applicants, and the premium paid, were they not?

Ans.--I suppose some of the policies were signed and delivered and I suppose that premiums were paid, but I do not know that I saw any paid but mine.

2 ~~2~~ Ques.--You state in answer to a question propounded to you by Mr. Sewell that you think it was announced in the meeting held on the 24th of Aug.1896 that Mr.Hoskins was not or would not be a member. If such a statement was made in said meeting, who made it?

Ans.--I can't say.

3 ~~3~~ Ques.--You state that it was announced in that meeting that C.W.Wynn, Daniel Dean and Henderson were not members. Who made that statement?

Ans.--I am not certain, but my best impression is that Dickson or Morris made it.

4 ~~4~~ Ques.--Was not Daniel Dean present and did he not make the state-

enaut himself 2

Ans. -- Not that I remember.

60.

5- ~~31~~ Ques.--You stated in answer to a question propounded to you by ~~Mr. Pennington that Mr. Kesterson~~ Mr. Pennington that Mr. Kesterson had said to you in conversations before the meeting at Walnut Hill that he had let his stock run down some three or four hundred dollars from what it was at the time that he insured his property. When and where did he make these statements to you and who was present at the time?

Ans.--I saw Mr. Kesterson at the place where the house was burned ^{on Monday after the fire} and then after that he came to my house at one time. It was at one of these times and places that the conversation was had, but I do not remember which one. I do not know who was present.

6 ~~32~~ Ques.--Who was present at the time you met Mr. Kesterson at his store on Monday morning after his storehouse was burned?

Ans.--Mr. Kesterson, V.G. Bales and myself, I think, were all that were there.

7 ~~40~~ Ques.--Was not G.W. Johnson there.

Ans.--I am not positive, but I do not think he was there.

8 ~~41~~ Ques.--Did not Mr. Johnson take you and Mr. Bales into an old smoke-house there and show you the things that had been burned, such of them as had been saved?

Ans.--He might have done so, but it is my recollection that Mr. Kesterson went in there with us.

9 ~~42~~ Ques.--When you and Bales went in there with Mr. Kesterson, or whoever you did go in there with, did you ~~not~~ or Mr. Bales one not tell Mr. Kesterson that you would not give five dollars for the lot, but that he might be able to make something out of them, or words to that effect?

Ans.--I do not remember five dollars being named. There might have been something said about their being worth something, but I have no recollection of any estimate being put on them in any shape.

10 Ques.--Do you undertake to say that no estimate was made, or that there was no opinion expressed as to their value?

Ans.--I do not think there was, only there might have been something said about their being worth something. There were just some horse shoes, and some other hardware.

11 Ques.--Would you have given five dollars for the lot that was

there?

Ans.--I do not know that I would have given anything.

12 Ques.--You say in answer to a question propounded to you that after the said Agents had left this county without completing their work that you did not, and so far as you know, the other defendants in this case did not intend to try to complete said organization ~~from~~ unless you heard something further from them, or from the home office. Did you or they ever give any public notice that you did not intend to be bound by the policies issued, or carry out the contracts therein made until after Mr. Kesterson's fire?

Obj.--Objected to because immaterial.

Kelly and Pennington for deft

Ans.--I never gave any notice at all; I had nothing to notice.

13 Ques.--You say in answer to a question propounded to you by Mr. Kelly that the \$600.00 proposition, as you understand, was by way of compromise. Did you hear that proposition made? Who made it? And state exactly what the proposition was and how it came to be made?

Obj.--Question objected to because it has already been shown that this proposition was made by way of compromise, and it is therefore, not legal evidence.

Kelly and Pennintong for D.

Ans.--I heard it talked of between Mr. Kesterson and the other parties that were present; I do not know which one of the parties made the proposition. The proposition was, as I understood it, that if he would accept it and the other parties were willing, they would give him \$600.00.

14 Ques.--What was Mr. Kesterson's answer to that proposition?

Ans.--As well as I remember he said that if he did not get his fifteen hundred dollars he would not ~~take anything~~ take anything.

15 Ques.--Was not Mr. Kesterson's answer exactly this: If you owe me anything, you owe me fifteen hundred dollars, you do not owe me half of it?

Ans.--I stated in my former answer as nearly as I remember in regard to the matter.

16 Ques.--You say in answer to another question

17 Ques.--You say in answer to another question that, as you recollect, the fact that the Agents claimed only \$92,000.00 developed after the election of officers. Do you mean that that fact developed after the election of the chairman and secretary of that meeting, or do you mean that you elected the President, Secretary and Treasurer, Directors and Local Agent before it was announced how much insurance had been applied for?

Ans.--I mean it just as I stated it up there, after the election of officers.

18 Ques.--Did the signing of these policies that were that day signed by B.F. Kincaid, Pres't, occur before or after the ~~amount~~ Agents announced the amount of applications they had obtained?

Ans.--I think it was before.

19 Ques.--Were the policies signed before or after the election of officers?

Ans.--After, is my best recollection.

20 Ques.--Were the policies that were signed based upon applications that had ~~been~~ been previously made, and were those applications there and handed to Mr. Kincaid or to the meeting at the time of the signing of the said policies?

Ans.--I do not know what they were based on. I do not remember that there was an application there, I do not remember that I saw one. though it might have been that they gave me some of the applications there that day.

21 Ques.--At the time you state that Mr. Kesterson came to your house to see you, did you not tell him that you had received a letter from Mr. Adams, and that it was not satisfactory, and that you would write ~~me~~ again, that you would do everything in your power, as Secretary and Treasurer, to have his losses settled with him?

Ans.--I expect it was then that I told him that I received a letter, that it was not satisfactory, and that ~~xxxxxx~~ I would write to him again. But I do not remember that I told him I would do everything, as Secretary and Treasurer, to have his losses settled. I do not remember "Secretary and Treasurer" being named. I expect I did tel

him that I would do on my part whatever was right to settle the matter

21 Ques.--Did you not tell him in that conversation that you were Secretary and Treasurer of said concern?

Ans.--I do not remember whether I did or not, I might.

Ques. You say that Morris said that he was out here for the purpose of getting up a County branch, a county branch of what did he represent he was getting up?

Ans.--Of some kind of an insurance business.

22 Ques.--Before Mr. Kesterson's house was burned, did you ever make any examination of it for the purpose of ascertaining what it would cost to build such a house?

Ans.--I never examined it in any way for any purpose.

23 Ques.--Your estimate of your cost of the house as I understand you was based upon a house 15 or 16 x 30 and 8 feet high, and that you did not know whether was ceiled or not, with a small room attached on the West side. Now suppose the house that was burned was 20 x 40 feet, that it was 10 feet high, ceiled on the inside, stripped on the outside; and that it had a room attached to it 10 by 20 feet which was not ceiled but had a floor in it, what would be your estimate of the value of such a house as that?

Obj.-- Objected to because immaterial, and irrelevant.

J.L.Kelly and R.L.Pennington.

24 Ans.--I don't know. I gave the estimate from what I knew from the appearance of the house. If the house had those dimensions, I think it would be high enough at \$100.00.

25 Ques.--Then you don't make any difference between the value of a house the dimensions of which has just been given you in the question last propounded and one of the dimensions given by you in answer to the question propounded to you by Mr. ~~Kesterson~~ Pennington?

Ans.--There would be such a difference as there would be difference in the amount of lumber &c. I based my estimate not upon any particular dimensions but from what I thought the house was worth judging from its appearance.

~~Ques.~~ And further this deponent saith not.
Witness claims 4 days & 36 mi.
in all \$ 4.24.

W E Hyman

V.G.Bales, another witness of lawful age, being duly sworn, deposes as follows:

1 Ques.--I now show you a paper marked "G.W.J.No.1." filed with the deposition of G.W.Johnson which has on it in pencil the following "Approved V.G.Bales." and will ask you to look at the same and state whether that is in your hand-writing, if so, when you placed it on said paper?

Ans.--I think that is my hand-write. I can't give the date when I put it on there. I believe it was after the meeting here in the court-house when I was elected a Director, though I would not be positive.

2 Ques.--When did you first hear of the burning of Mr.Kesterson's store-house and stock of goods, and when did you next see Mr.Kesterson thereafter?

Ans.--I heard of it on Sunday after the burning, and I saw Mr.Kesterson on the next day, Monday, down at the place where the house was burned.

3 Ques.--How far did you live from the place, and how came you to go there on that Monday morning?

Ans.--I would suppose probably seven miles. Frank Kincaid's wife told me, I believe she said, that Mr.Kincaid wanted me to come down.

4 Ques.--It has been stated by other witnesses that you, Josephus Grabeel and Frank Kincaid met Mr.Kesterson at Walnut Hill some time after this fire and had a consultation with him over the matter. Please state how you came to go on that occasion?

Ans.--I can't say what authority I had to go, if any, but still I was there; I went.

5 Ques.--Was not the purpose of your going to attempt to adjust and settle the loss of Mr.Kesterson under his alleged policy in the Lee Division of the Mutual Association of Virginia, and was not that what you attempted to do when you got there?

Ans.--We were trying to see if we could come upon some conclusion some way.

6 Ques.--Did you, Mr.Kincaid and Mr.Grabeel go there ~~as~~ in your individual capacity and as representatives of yourselves alone, or did ~~you~~ you go as officers and representatives of said Association?

Ans.--I do not know that I can answer that question; I don't recollect.

7 Ques.--You have stated that the purpose of your going there was to try to come on some conclusion with Mr.Kesterson. Were you trying to come on that conclusion for yourselves or for the Association or member of said Association?

Obj.--Question objected to in so far as it assumes that any of the defendants in this cause had completed their membership in said Association.

J.L.Kelly for defts.

Ans.--We went there to see if we could arrange the matter so as to see if we could settle it when we had a right to settle it, that is, when the organization should be completed.

8 Ques.--Was there any attempts then being made, or had there been any attempts made to complete the organization of said Association after the fire which burned up Mr.Kesterson's store-house and goods?

Ans.--Not that I know of.

9 Ques.--On the occasion when you three gentlemen met Mr.Kesterson at Walnut Hill during the consultation with him, did you not have the by-laws ~~with you~~ of the Mutual Benefit Association of Virginia with you and did you not call his attention to that clause of the by-laws which forbade the giving of a policy of insurance on a stock of goods for more than fifty per cent of their value?

Ans.--I don't remember.

~~QUESTIONS~~ Cross-Examination.

10 Ques.--At whose instance or request did you write your name upon the back of the Kesterson application?

Ans.--At the request of Morris. Every one that I put my name on was at his request. I hesitated about doing it, and he told me that the concern could not be put in running order without my doing so and that it was right for me to do so.

21 Ques.--Who solicited you to take insurance in the said Association?

Ans.--Morris.

22 Ques.--Did you intend to become a member of a concern which would

bind you as a partner, or did you intend to become a member of an Incorporated Company?

Obj.--The foregoing question and any answer thereto is objected to because it matters not what the intentions were if the acts were such as to cause others to invest their money and risk their property in the concern.

C.T.Duncan, for plff.

Ans.--I intended to become a member of a corporation.

4 Ques.--Were you present at the meeting at the court-house on the 24th day of Aug 1896? and if

Ans.--I was.

5 Ques.--Was the organization of the said Association completed on that day? If not, what, according to your recollection, was lacking?

Obj.--Objected to because the completion of the organization is a question of law; the witness can only state the acts that were done, and the law will then ~~then~~ determine whether the organization was completed.

C.T.Duncan for plff.

Ans.--It was not completed, the way I take it. We had no charter, no authority, we had to wait thirty days for further instructions.

6 Ques.--Had the agents whose names have been mentioned in the depositions here procured as large an amount of applications as they had proposed to procure at the time you held the meeting here?

Obj.--Objected to because it matters not what amount they had mentioned, or what amount was contemplated being raised. If the Company had not accepted the amount raised, they ought not to have organized by the election of Officers; they ought not to have signed the policies and put it in the power of the said Agents to collect money on the policies thus issued.

C.T.Duncan for plff.

Ans.--They had not.

7 ~~7~~ Ques.--Were you to have another meeting for the purpose of completing the organization, and was that meeting ever held?

Obj.--Objected to because the minutes of said meeting kept by the Secretary and filed with the deposition of W.E.Wynn are the best evidence of what was done by that meeting.

C.T.Duncan for Plff

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Ans.--We were, and it was never held.

8 Ques.--In the conferences which you and others had with Mr. Kesterson, and about which you have testified in your deposition, did you admit any positive liability on yourself or the other defendants in this case upon the so called policy sued on, or were you trying to compromise the matter with Mr. Kesterson and avoid litigation?

Ans.--We were trying to avoid all trouble. We never told him that we owed him anything that I have any recollection of.

9 Ques.--Soon after the fire at Walnut Hill when you and Mr. Kesterson and Mr. Wynn and Mr. Grabeel were talking about a compromise of ~~the~~ Mr. Kesterson's loss, didn't Mr. Kesterson tell you or say in your presence to some of the gentlemen mentioned that he had, at the time of the fire let his stock of goods run down about \$300.00 to \$400.00?

Ans.--That is my recollection.

10 Ques.--At the time that you held the meeting here on the 24th day of August was it not understood in this meeting and agreed to in public meeting that before a permanent and binding organization should be completed that there should first be raised \$100,000.00 of insurance?

Obj.--Objected to for the same reasons stated above.

Ans.--It was.

C.T. Duncan for plff.

~~Ans.~~ Re-Examined.

1 Ques.--You say your intention was to become a member of a corporation. Did you take any means to inform yourself whether or not the Association represented by said Agents was a regularly Incorporated Company, and if so what means did you take?

Ans.--I talked with the Agents some, and I talked the matter over with the ~~agents~~ neighbors some.

2 Ques.--After the meeting here on the 24th day of Aug. 1896 when you and other were elected officers of said Association, did you notify Mr. Kesterson at any time before the 26th day of August, 1896 that said organization was not complete, or do you know of any of the other officers or members of said association so notifying him.

Ans.--I did not, and do not.

3 Ques.--You stated that you understood Mr. Kesterson to say that his stock of goods had run down some three or four hundred dollars. In

this or these conversations what did he represent or claim his loss to be?

Ans.--\$1200.00 or thereabouts is my recollection.

And further this deponent saith not.

Wit claims 2 days 32 mi 174 \$2.28. V. G. Bales

John Susong, another witness of lawful age, being duly sworn, deposes as follows:

1 Ques.--How near do you live to the place where Mr.Kesterson's store house was burned?

Ans.--About 1/4 mile.

2 Ques.--After Mr.Kesterson's store-house was burned, did any person come to you to make enquiries about it; if so, please state whom.

Ans.--Mr.Graham come there and called me out and said he was elected ~~him~~as a Director, I believe it was, and said that he come down to see about the business, and to try to get the matter settled.

3 Ques.--What Graham was it, if you know?

Ans.--I do not know what his given name was, he just said his name was Graham, and I never asked him his given name.

4 Ques.--Did he enquire of you anything about the fire, how it occurred, or anything of that kind; if so, state what enquiries he made?

Ans.--He asked me if I had any idea of how it cought afore, and I told him I could not tell him unless it was set afore.

5 Ques.--At any time before the store-house was burned, did you ever hear a conversation between Mr.Kincaid and Mr.Kesterson about the Insurance Company; and if so, state where it was that you heard that conversation?

Ans.--I was at Mr.Kesterson's on one Sunday evening, and Mr.Kincaid come there and was talking about the Insurance Company. He said that he thought it was the best thing for the County that had ever been, and advised Kesterson to get every body into it that he could. He said that he was elected President and that Mr.Wynn was elected Secretary and Treasurer.

6 Ques.--By way of refreshing your recollection, I will ask you if the Mr. Graham, spoken of above by you, said he was Director or Agent?

Ans.--It was one or the other, and it may have been Agent instead of Director. I believe since you name it, it was Agent.

Cross-examine.

1 Ques.--Where were you when the Kesterson store-house was burned?

Ans.--I was at home.

2 Ques.--Where was Clint Kesterson?

Ans.--He was there at my house.

3 Ques.--How long had he been there?

Ans.--About an hour, I reckon.

4 Ques.--Was he boarding at your house?

Ans.--Yes, sir.

5 Ques.--Are you related to him in any way?

Ans.--No, not to him. His wife is my ~~niece~~ niece.

6 Ques.--To whom did you first state that you had heard the conversation that you have just detailed between Kincaid and Kesterson?

Ans.--I don't know as I ever told it till I told it here. I don't recollect of ever saying anything about it to anybody.

7 Ques.--Did you not know before you came here to testify in this case that you would be asked about that conversation?

Ans.--No sir, I didn't know whether I would or not.

8 Ques.--Had you never talked to Mr. Kesterson about it?

Ans.--No sir, he never named it to me.

9 Ques.--Then you did not know what you were summoned here to testify about?

Ans.--I knew I was summoned here to testify about the Insurance Company, but I did not know what for.

10 Ques.--Then you mean to say that you have never before told anybody about the conversation between Kesterson and Kincaid until you were put on the stand here to-day?

Ans.--No sir, if I did I have no recollection of it. I don't think I ever did.

11 Ques.--You did not know then until you were put on the stand what you were expected to testify about?

Ans.--No, I knew I was expected to testify about the insurance case but did not know on what point.

12 Ques.--How long have you been in Jonesville, waiting to give your deposition in this case?

Ans.--Ever sine yesterday morning about 9 o'clock.

13 Ques.--Were you summoned to come here?

Ans.--No I was not summoned by an officer. Mr.Kesterson told me he wanted me to come.

14 Ques.--When Kesterson told you he wanted you to come, did he not ask you what you knew about the case and what you would testify, and did you not tell him?

Ans.--No, he asked me if I was present there that Sunday evening, and I told him I was, but he never asked me about what I would testify.

15 Ques.--Did he not ask you if you remembered the conversation that took place there and did you not tell him?

Ans.--No, he just asked me if I wasn't present when Kincaid was there and I told him I was, and that is all that passed between us about it.

16 Ques.--Who else was present when the conversation took place between Kesterson and Kincaid about which you have testified?

Ans.--To the best of my recollection, Jim Wheeler was present.

17 Ques.--Have you not stated to B.F.Kincaid since you have been here in Jonesville this time that Kesterson wanted you to testify about the conversation which took place on the Sunday evening to which you have referred, and did you not state to the said Kincaid at the same time and place that Kesterson wanted to prove by you that he, Kincaid, had said on the Sunday evening in question that he had been elected President and Wynn Secretary of said Association, and that Kincaid had told Kesterson that Kesterson ought to join that Association, or words to that effect?

Ans.--No sir, I did not state any such thing to Mr.Kincaid. Mr. Kincaid took me out down here at Gibson's store about an hour ago and asked me what I knew about the case, and I told him just as I have stated here, about being there on Sunday evening.

18 Ques.--Have you not stated to W.B.Wynn since you have been here in Jonesville this time that Kesterson wanted you here to testify about the time that Kincaid was ~~here~~ down at Kesterson's on that Sunday evening?

Ans.--No, sir, I have no recollection of that. I don't think Mr. Wynn has named that to me, or I to him, since I have been here. If he has named it I have no recollection of it.

19 Ques.--Do you know in what part of the store-house the fire originated?

Ans.--No, sir, I don't.

20 Ques.--You stated awhile ago that you did not know how the fire occurred unless somebody set the store afire. Who did you suppose had set the store afire?

Ans.--I have no idea at all.

21 Ques.--Was there any talk in the neighborhood about anybody having burned it?

Ans.--Not as I know of.

~~Ques.--~~ And further this deponent saith not.

Witness claims 2 days 40 miles \$2.60.

C.R.Kesterson, recalled for further cross-examination, deposes as follows:

1 Ques.--You stated in your deposition on the 5th or 6th day of October that you had consulted an attorney, C.H.Rogers, about the policy which you have sued on here. I did not know the facts at the time and desire now to ask you whether or not the said C.H.Rogers has not since the time that you say you consulted him departed this life?

Ans.--Yes, he is dead.

2 Ques.--He died, I believe sometime in December 1896?

Obj.--Objected to because the question is assuming that Mr.Rogers died in December 1896 when there is no evidence when he died.

C.T.Duncan for plff.

Ans.--It was in the winter of '96 or '97, but I can't say which.

Re-examined by C.T.Duncan.

/ Ques.--Please state the size of your house that was burned? how it was constutred and all about it?

Ans.--It was 20 x 40 feet, ten feet high, a boxed house, stripped, ceiled in the inside, counter on one side and one end, and shelves all the way around except on one side of the door in front; and there was a room on the outside 10 x 20, boxed and stripped, but not ceiled. It had a board roof. There was a platform in front.

And further this witness saith not.

E. R. Kasterson

F.K.Wilson, another witness of lawful age, being first duly sworn deposes as follows:

/ Ques.--I now show you what purports to be applications for insurance marked as follows "W.E.W.No.23", 18, 9, 5, 36, 22, 10, 78 64, 65, 62 61, 60, and 77 respectively, which are marked "Approved" which is signed "F.K.Wilson". I will ask you to state if that signature "F.K.Wilson" is yours and if it was put there by you?

Ans.--Yes, sir; that is my signature, on all of said papers.

2 Ques.--Some of these papers are dated after the word "Approved" Do they bear the correct date of your approval?

Ans.--I do not remember about that, whether they do or not. I did not put those dates on there and I can't state whether they are correct or not.

3 Ques.--~~Exn~~ I will ask you to take said papers and look at them, and state how many of them you recollect of approving after the meeting held here in the court-house on the 24th day of Aug. 1896.

Ans.--I approved some of them on that day, and some of them afterwards, but I cannot tell which ones.

4 Ques.--I notice the application marked "W.E.W.No.36" which purports to be the application of J.H.Graham has on it "Dwelling house reduced from \$1000.00 to \$800.00 and Approved Aug.27th 1896." Will you explain all you may know about that?

Ans.--All I know about it is that it is here. I did not write it. But I signed my name. I do not know whether the writing was on there

when I signed my name or not. I have no independent recollection of the transaction.

5 Ques.--In what capacity did you sign your name to these papers², as Director or simply as an Individual?

Obj.--Objected to because the paper is the best evidence.

J.L.Kelly.

Ans.--We met here, and the fellow that done the talking appointed the officers. He said I would make a good Director, said it would suit me as I was around over the District and knew a good deal about property. and said, if I remember right, that it would pay me \$2.00 a day. After the meeting we went down to Cook's Hotel and he told us to sign the papers to forward the concern along. And we did so, and I reckon I signed them as Director. He said he would be back at the next court and complete the thing.

Cross-examination.

1 Ques.--To whom do you refer when you speak of the man who was doing the talking?

Ans.--I think it was Mr. Dickson, whom I understood was one of the Agents that was getting up the concern.

2 Ques.--If I understand you then in signing writing your name on the applications in question you acted at the request and under the instructions of the said Dickson, Agent?

Ans.--Yes sir.

3 Ques.--In the meeting which you speak of here on the 24th, was the organization of the proposed Con any completed?

Obj.--Objected to because it is asking for a conclusion instead of for what was done, and the question is immaterial.

C.T.Duncan, for plff.

Ans.--I don't know whether the organization was completed or not. *and he did not have it*
Dickson said we could not organize with less than \$100,000, ^A and he said he would get it up and come back the next court.

4 Ques.--Did you write anything on the applications which have been referred to except your name?

Ans.--No sir, I did not.

Re-examination.

1 Ques.--How much did Dickson report to the meeting that he had raised or had applications for?

Ans.--I don't remember the exact amount, but it was about \$100,000.

2 Ques.--Was that statement of his made before or after ~~that~~ Kincaid was elected President, Wynn, Secretary and Treasurer, and yourself and others, Directors?

Ans.--I can't tell whether it was before or after. I know he said he had spent a lot of money, had been at a great deal of expense. They asked him to turn it over, and he said he could not do it, that he wanted to get it up.

3 Ques.--Who was with you when you wrote your name on the applications of T.B. For ester, W.F. Gilly and others at Pennington Gap?

Ans.--I can't remember who.

And further this deponent saith not.

Wit claims 1da 58¢

F. K. Wilson

Virginia, Lee County, to wit:

I, W.A. Baker, a Justice of the Peace in and for said County and State, do certify that the foregoing depositions of H.C.T. Dickmond, W.H. Eads, M.D. Spencer, A.M. Goins, John R. Gibson, G.W. Johnson, C.F. Kesterson, E. F. Kincaid, W.B. Wynn, V.G. Dales and F.K. Wilson were duly taken and sworn to before me at the times and place and for the purpose therein mentioned. Given under my hand this the 20 day of October, 1898.

W.A. Baker, J.P.

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C. R. Kesterson
vs 3/4 In lch
B. F. Kineaid et al.

Depositions of H. C. T.
Richmond, W. H. Eads
M. B. Spencer, A. M.
Goins, John R. Gib-
son, G. W. Johnson, C.
R. Kesterson B. F. Kine-
aid, W. E. Wynn, V. G.
Bales, + F. K. Wilson.

J. P. Lee \$2100
H. C. T. Richmond 172
W. H. Eads 50
G. W. Johnson 2.20
B. F. Kineaid 3.42
W. E. Wynn 4.24
V. G. Bales 2.28
John Gibson 2.60
F. K. Wilson 50
\$38.46

*The deposition of John H. Bays taken by agreement of parties
at Remington Orr's office, Nov 11/1898, on behalf of
himself atts C. R. Kesterson.*

John H. Bays another witness of lawful age deposes and says. *for himself.*

Question by James W. Orr of counsel for said Bays.

Are you one of the defendants in this cause?

Ans.-- I am.

Ques.-- State whether or not you ever made application for membership in the Fire Association sometimes called the Lee Division of The Mutual Benefit Fire Association of Virginia, or authorized any one to make such application for you?

Ans.-- I did not.

Ques.-- State whether or not you ever attended any meeting of applicants for membership in said Association at the Courthouse of this County or at any other place?

Ans.-- I never did.

Ques.-- State whether or not any one ever gave you a policy in such Association insuring your property against fire, wind-storm or lightning

Ans.-- They never did. I never saw any agent and was never applied to by any person for that purpose, and never took any policy.

Ques.-- ~~State~~ whether or not you ever paid any premium to any one?

Ans.-- I never did. I never had anything to do with the matter whatever, and I was very much surprised when notified that I was sued in this cause.

Cross-examination.

Ques.--I now hand you a paper purporting to be an application for insurance No. 61,567 in the name of J. J. Bays and signed by J. J. Bays for \$300.00, and filed with the deposition of W. E. Winn, marked "W. E. W. No. 4.", and ask you to state if the name J. J. Bays is in the proper signature and hand-writing of your father?

Ans.--I am not a good judge of hand-writing, but I think the signature is in his hand-writing.

Ques.--You may now state whether your father informed you that he had made said application and if so, you may state what you said to him?

Ans.--He did not, he never told me anything about it.

Ques.--I believe you state in answer to a question propounded to

2.
You by Judge Orr that you never received any policy in said association?

XXXX--Do you know whether or not your father received any policy?
XXXX

Ans.--No sir, I do not.

Re-examined.

Ques.--State whether or not you ever authorized your father, J.J. Bays, to make application for membership in the said Fire Insurance Association, for you or for you and himself jointly?

Ans.--I did not. I never knew that he had made any such application until I saw the paper now shown me by Judge Duncan.

And further this witness saith not.

Wit. L. J. By att. J. H. Bays
mark

Virginia, Lee County, to wit:

I, W.A. Baker, a justice of the peace for Lee County, Virginia, do certify that the foregoing deposition of J.H. Bays was duly taken and sworn to before me on the 1st day of November, 1898, pursuant to an agreement of the parties by their attorneys, to be read in behalf of the said Bays in a suit in chancery pending against him and others in the Circuit Court for Lee County, Virginia, wherein C.F. Westerson is plaintiff and B.T. Kincaid and others are defendants.

Given under my hand this the 1st day of November, 1898.

W.A. Baker, J.P.

B. H. Kincaid et als.
advs Depo - of Geo H.
Bays.

C. R. Kesterson

Filed Nov 5th 1878.
A B Munsey Clerk

Fees. J. P. to 75-

The depositions of Wm. Hoskins, Z.S. Gibson, and J.N. Gibson and Thos. S. Ely, taken before me, W.A. Baker, a Justice of the Peace for Lee County Virginia, at the Office of Pennington Bros. in Jonesville, Virginia, on the 28th day of October, 1898, pursuant to agreement of said parties by their counsel, and counsel for the plaintiff, to be read as evidence in behalf of ~~xxxx~~ themselves in a suit in chancery in chancery pending in the Circuit Court for Lee County, wherein C.R. Kesterson is plaintiff and B.F. Kincaid and others are defendants.

Present:--B.H. Sewell, counsel for said Wm. Hoskins, Z.S. Gibson, J.N. Gibson and Thos. S. Ely.

C.T. Duncan, counsel for the plaintiff and the plff. in p.

The witness, Wm. Hoskins, being first duly sworn, deposes ~~as follows~~ as follows:

Ques. 1.--Are you one of the defendants in this case?

Ans.--I am.

Ques. 2.--State whether or not you, with others, named as defendants in plaintiff's bill ever entered into a mutual contract and agreement with the plaintiff, holding yourselves out as an incorporated company under the Statute laws of Virginia, by firm-name and style of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia, on the 9th day of August, 1896, or at any other time?

Ans.--I never did.

Ques. 3.--State whether or not you, with others, mentioned as defendants in said ^{with the plaintiff} bill, ever styled yourselves by said name, and whether or not you with others ^{the said} ever held out by public and private declarations and acts that you had the right to issue policies of insurance in said Association?

Ans.--I did not.

Ques. 4.--State whether or not you, with said others, ever assumed and asserted corporate powers to act and issue said policies?

Ans.--I did not.

Ques. 5.--State whether or not you ever were and are now a member of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia; whether it be a corporation, joint stock company,

or partnership?

Ans.--I never was and am not now.

Ques.6.--State whether or not you~~x~~ ever paid any premium or dues to said Association and got any receipt for the same?

Ans.--I did not.

Ques.7.--State whether or not you ever received and accepted a policy in said Association and signed the same your self?

Ans.--I never did.

Ques.--Please state whether or not you were ever, either in person or by proxy, in the meeting of said so-called Association, held at the court-house, in Jonesville, Virginia, on the 24th day of August, 1896, or at any other meeting of the same?

Ans.--I never was at any meeting.

Ques.--State whether or not you were notified to attend said meeting?

Ans.--I was not.

Ques.--State whether or not anyone representing himself as an Agent of said Association ever solicited you to subscribe or become a member of the same; and if so, who was it, and when was it?

Ans.--A man, whom you call Morris, did. I think it was in July, 1896.

Ques.--State whether or not you declined to subscribe or become a member of said Association?

Ans.--E I declined to become a member.

Ques.--Now state what did occur between you and said Agent as to the taking of a policy in said Association?

Ans.--We had a right smart talk. He tried to induce me to take a policy, but I declined to do it, and did not do it. Then he asked me if I should take a policy, what the amount would be. And I told him if I should take a policy, it would be for \$1000.00. Then he drew up or filled out a blank of some kind, and told me to consider the matter, and that he would come back again, and if, when he came back, I had decided to take it, all right, and if not, it was to be cancelled. I do not ^{27m} remember that I did or did not sign the paper he filled out, ^{on these representations} ~~on the~~ [^] ~~representations~~, but I might have signed it. He afterwards came back

and I then notified him that I would not take a policy.

Ques.--State whether or not you were ever called upon at any time to even pay any dues or premium to said Association?

Ans.--No sir, I never was.

Ques.--State whether or not you, with others mentioned in plaintiff's bill as defendants, with any or either of them, with the plaintiff, ever formed, or intended to form a partnership under the firm ~~name~~ name and style of the Mee Division of the Mutual Benefit Association of Virginia, or any other name, as alleged in the plaintiff's bill for the purpose of carrying ~~on~~ the insurance business?

Obj.--The question asked seeks an opinion from the witness, or ~~she~~ asks him to give a conclusion of law; it is for the witness to state the facts of what occurred and for the court to determine what results follow from said facts.

C.T.Duncan for plff.

Ans.--I did not.

Ques.--Please state whether or not you, with the others mentioned in said bill, ever agreed with the plaintiff, for the consideration paid by him to the mother Company, to insure the plaintiff's store-house and its contents, based on a valuation of \$1500.00? *or for any other sum*

Obj.--Objected to for same reasons as last question above.

C.T.Duncan for plaintiff.

Ans.--No, sir.

cross-examined by plaintiff's counsel.

Ques.--You state in answer to a question above propounded to you that Mr.Morris applied to you to take a policy in said Association, and that you declined to do so; that Mr.Morris then asked if you concluded to take a policy what amount you would take it for, and that you told him \$1000.00; that he then filled up some blank which you may or may not have signed; and that upon his return, if you decided to take it, all right, and if you decided not to take it then it was to be cancelled; that said Morris did afterwards return, when you told him that you had decided not to take said policy. I will now ask you to state as nearly as you can when it was that said Morris returned, when you told him you would not take said policy; and if you cannot state

the exact time, please state whether or not it was before the 24th day of August, 1896?

Ans.--It was before the 24th day of August; it was in a few days after he first talked to me.

And further this witness saith not.

Wm. B. Lee

Z.S.Gibson, another witness of lawful age, being first duly sworn deposes as follows:

Ques.1.--Are you one of the defendants in this cause?

Ans.--I am.

Ques.--State whether or not you, with others named as defendants in plaintiff's bill, ever entered into a mutual contract and agreement with the plaintiff, holding yourselves out as an incorporated company under the statute laws of Virginia by firm name and style of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia, on the 9th day of August, 1896, or at any other time?

Ans.--I did not.

Ques.3.--State whether or not you, with the others mentioned as defendants in said bill, with the plaintiff, ever styled yourselves by said name; and whether or not you, with said others, ever held out, by public and private declarations and acts, that you had the right to issue policies of insurance in said Association?

Ans.--I never did.

Ques.--State whether or not, you, with the said others, ever assumed and asserted corporate powers to act and issue said policies?

Ans.--No, sir.

Ques.--State whether or not you ever were, and are now, a member of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia; whether it be a corporation, joint stock company or partnership?

Ans.--I never was and am not now.

Ques.--State whether or not you ever paid any premium or dues to said Association and got any ~~cash~~ ^{receipt} for the same?

Ans.--I never did.

Ques.--Please state whether or not you were ever, either in person or by proxy, in the meeting of said so-called association, held at the court-house, in Jonesville, Virginia, on the 24th day of August, 1896, or at any other meeting of the same?

Ans.--I never was in any meeting at any time.

Ques.--State whether or not anyone, representing himself as an Agent of said Association, ever solicited you to subscribe to or become a member of the same; and if so, who was it, and when was it?

Ans.--It was a man named Morris, and it must have been in August, 1896.

Ques.--State whether or not you declined to subscribe to it, or become a member of said Association?

Ans.--I did.

Ques.--Now state what did occur between you and said Agents as to the taking of a policy of said Association?

Ans.--We had a good long talk about it. I told him it was something new to me and I could not afford to go into a thing blind-folded. Then he asked me provided I would take a policy at all, how much I would take, and I believe I told him \$2400.00. He had a blank of some sort which he filled out, and I can't recollect what all was put in the blank. I signed the paper with the understanding that if I did not want to take the policy when he come around, ~~xxxxxxxxxxxxxxxx~~ or when the time for taking the policy come, I need not do so.

Ques.--Before you signed said paper, was it fully understood that you had the right to consider as to whether you would take a policy or not?

Ans.--It was.

Ques.--On these representations and understandings, you then signed the paper?

Ans.--Yes sir.

Ques.--Now state whether or not you ever notified and informed said agents that you would not take a policy; and if so, in what ways you so notified them, and when?

Ans.--I did, both by letter and by word of mouth. Before the

notifying me the time of the meeting in Aug. 1896 I received a letter from him and immediately answered him and told him that I would not be present, that he need not expect me, and that I was ~~going~~ not going to take a policy. I reckon it must have been after the meeting that he came to me and asked me what about the policy, and I told him that I had told him about that in the letter I had written him. He said that I must have very little confidence in my County people, or something of that kind. I told him I would not take a policy or have anything to do with it.

Ques.--State whether or not you mailed that letter in time for it to reach him by due course of mail?

Ans.--I mailed it that evening it was written.

Ques.--State whether or not you were ever called upon at any time to even pay any dues or premium to said Association?

Ans.--I was not by the said agents, but I was after the Kesterson fire took place.

Ques.--Did you pay anything and if not why not?

Ans.--I did not, I had no policy, and did not belong to any concern to pay anything.

Ques.--State whether or not you, with other mentioned in the ~~plain~~ plaintiff's bill as defendants, with any or either of them, with the plaintiff, ever formed, or intended to form a partnership under the firm name and style of the Lee Division of the Mutual Benefit Association of Virginia, or under any other name, as alleged in the plaintiff's bill for the purpose of carrying on the insurance business?

Obj.--Objected to for the same reasons stated to the same question propounded to Wm. Hoskins.

C.T. Duncan for plaintiff.

Ans.--I did not.

Ques.--Please state whether or not you, with the others mentioned in said bill, ever agreed with the plaintiff, for the consideration paid by him to the Mother Company, to insure the plaintiff's store house and its contents, based on a valuation of \$1500.00? *or any other sum*

Obj.--Objected to for reasons stated above.

C.T. Duncan for pliff.

Ans.--I did not.

~~QUESTIONS~~ Cross-examination by C.T.Duncan.

7 Ques.--You state in one of the answers above that after the meeting held here on the 24th day of August, 1896, as you suppose, that Mr. M Morris came to you and asked you what about the policy and that you answered as stated in your answer, above. On that occasion did he claim to have a policy for you?

Ans.--He did not say whether he had or had not. He simply said to me what about the policy, and I told him I had informed him in the letter what I would do and he need not expect anything else.

7 Ques.--You state in answer to another question that you were never called upon to pay any dues or premium to said Association by said Agents, but that you were called upon to pay something after Mr. Kesterson's fire took place. Please state who this was that called on you and for what ^{purpose} ~~amount~~ he called?

Ans.--It was by W.E.Wynn, for Mr. Kesterson's insurance, is the way I understood it.

3 Ques.-- Did you pay this call or not?
Ans. No Sir I did not

4 Ques. At any time since said fire when Mr. Kesterson's store was burned, please state whether or not Mr. Wynn, Mr. Kincaid or V.G. Dales at any time ever called upon you to know if you were a member of the Lee Division of the Mutual Benefit Association of Virginia, if so, when and which one of them?

Ans.--These three parties at Mr. Wheeler's store asked me if I belonged to the concern, and I told them I didn't. Then they asked me if I was going to pay, and I told them I did not belong to it and was not going to pay anything. They said then that my name was on the list and they thought they could bring me into it. I told them to go ahead if they could.

5 Ques.--Now please state whether it was before or after this conversation, at the Store, that Mr. Wynn called on you for your assessment?

Ans.--It was afterwards.

Cross-examination by E.W. Pennington for Kincaid and others.

1 Ques.--How much did Mr. Wynn call on you for?

Ans.--As well as I recollect it was between \$27. and \$28.

2 Ques.--In calling on you for this money, did not Mr.Wynn say that he wanted the money for the purpose of compromising Mr.Kesterson's ~~what~~ claim, or words of that import?

Ans.--I believe there was something of that sort spoken right there.

3 Ques.--On the day Mr.Bales, Mr.Kincaid and Mr.Wynn talked to you at Wheeler's store concerning this matter, to refresh your memory, was it not on the day that Mr.Wynn, as Treasurer of the County, was collecting taxes there.

Ans.--I don't exactly remember, but it might possibly be.

4 Ques.--Did Mr.Bales, Mr.Kincaid, and Mr.Wynn, or Mr.Grabeel, or either of them in talking to you about this matter tell you that they had been that day trying to ascertain Mr.Kesterson's loss, and trying to compromise his claim or words of that kind?

Ans.--I believe they did.

Obj.--So much of the foregoing answers as undertake to detail what was said about a compromise is objected to, because no negotiations of compromise were ever proposed to them by Mr.Kesterson, and the talk of compromise upon their part would be self-serving.

C.T.Duncan, for plaintiff.

5 Ques.--In talking to you on that day about your being a member of the concern, did they not tell you that they would rather pay something than to have a law-suit with Mr.Kesterson about the matter?

Obj.--Objected to because, if they said such a thing, it would be self-serving, immaterial, and could be used for no purpose except to induce a man who had just told him that he was not a member of said Association to help them pay their assessment and dues.

C.T.Duncan for plaintiff.

Ans.--I do not recollect whether they did or not.

6 Ques.--Was Mr.Kesterson there that day?

Ans.--If he was I do not recollect it, I do not recollect seeing him there.

7 Ques.--On that day, did they not tell you that Mr.Kesterson was threatening to sue every body in the Company or something of that kind

Ans.--I believe they did, or something of the kind. And I believe they said they wanted to compromise, and I think \$600.00 was mentioned, that they thought they could settle with him for that amount.

Obj.--The foregoing answer is objected to for the reasons above stated. Duncan for plaintiff.

~~Ques.~~ And further this deponent saith not.

J. N. Gibson

J.N.Gibson, another witness of lawful age, being first duly sworn, deposes as follows:

Ques.--Are you one of the defendants in this case?

Ans.--I am.

Ques.--State whether or not you, with others named as defendants in the plaintiff's bill, ever entered into a mutual contract and agreement with the plaintiff, holding yourselves out as an incorporated Company, under the Statute Laws of Virginia, by firm name and style of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia, on the 9th day of August, 1896, ~~at~~ or at any other time?

Ans.--I never did.

Ques.--State whether or not you, with others mentioned as defendants in said bill, with the plaintiff, ever styled yourselves by said name, and whether or not you with the said others ever held out by public and private declarations and acts that you had the right to issue policies of insurance in the said Association?

Ans.--I did not.

Ques.--State whether or not you, with the said others, ever assumed and asserted corporate powers to act and issue said policies?

Ans.--I did not.

Ques.--State whether or not you ever were and are now a member of the Lee Division of the Mutual Benefit Association of Virginia; whether it be a corporation, joint stock company, or partnership?

Ans.--I never was and am not now.

Ques.--State whether or not you ever paid any premium or dues to

said Association and got any receipt for the same?

Ans.--I never did.

7 Ques.--State whether or not you ever received and accepted a policy in said association and signed the same.

Ans.--I never did.

8 Ques.--State whether or not you were ever, either in person or by proxy, in the meeting of said so-called association, held at the court-house in Jonesville, Virginia, on the 24th day of August, 1896, or at any other meeting of the same?

Ans.--I never was at any meeting of it in any way.

9 Ques.--State whether or not anyone representing himself as an agent of said association ever solicited you to subscribe to or become a member of the same, and if so, who was it and when was it?

Ans.--A man called Morris did, and I guess it was in Aug. 1896.

10 Ques.--State whether or not you declined to subscribe to or become a member of said Association?

Ans.--I did.

11 Ques.--Now state what did occur between you and the said Agent, Morris, as to the taking of a policy in said association?

Ans.--He came to my house and told me about it, what a good thing it was &c., and asked me to make application for a policy. I told him I did not care anything about a policy. He insisted that I should make the application, and I told him that I had ~~tried~~ a thing of that kind once in Tennessee, and if a man was to take a policy he would have to have a law-suit to get anything. He claimed that we would all be farmers here in the county together and would know each other. He asked me to state an amount that I would take if I should take a policy at all. I told him on certain conditions that I would take a policy for \$1500.00 provided that after studying the matter over I decided to take it at all. He was to come back and after consideration I was to give him an answer whether I would take it or not. On these representations and with this understanding I signed an application which has been filed with Mr. Wynn's deposition as I am informed. When he came back if I had decided not to take a policy he was to cancel my application and

my name was to be withdrawn.

12 Ques.--State whether or not you decided to take a policy; and if not, how soon did you come to this determination after Morris left you on that occasion?

Ans.--I decided not to take any, and I came to that conclusion, I guess, within five minutes after he left me.

13 Ques.--State whether or not the said Morris ever came back to you to get your answer on taking a policy?

Ans.--He never did.

14 Ques.--State whether or not the said Morris or other agent ever called upon you to pay a premium?

Ans.--No, sir.

15 Ques.--State whether or not you, with others mentioned in plaintiff's bill as defendants, with any or either of them, with the plaintiff, ever formed or intended to form a partnership under the firm name and style of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia, or under any other name, as alleged in the plaintiff's bill for the purpose of carrying on the insurance business?

Obj.--This question is objected to because for the same reasons as stated in the objection to the same question propounded to Hoskins

Ans.--I did not.

16 Ques.--State whether or not you, with the other mentioned in said bill, ever agreed with the plaintiff, for the consideration paid by him to the mother country, to insure the plaintiff's store-house, based on a valuation of \$1500.00?

Ans.--I did not.

Cross-examination by C.T.Duncan.

17 Ques.--You state that on the conditions mentioned mentioned by you, you signed an application which, as you are informed, has been filed with Mr. Wynn's deposition. I now show you a paper filed with Mr. Wynn's deposition marked "W.E.W.No.33" and ask you to state if that is the paper signed by you, and to which you refer?

Ans.--I think it is.

2 Ques.--You state that Mr. Morris never came back to see whether or not you had determined to take said policy. Did you ever notify Mr. Morris that you had declined the idea of taking said policy?

Ans.--I never did, because the understanding was that he was to come back there for me to let him know. I have never seen him since.

3 Ques.--Did Mr. Wynn, Mr. Kincaid, Mr. V.G. Pales, and or any of the other defendants in this suit ever apply to you to know whether or not you were a member of said association; if so, state which one?

Ans.--I do not remember of anything being said to me about it until after I was served with the subpoena in this case. There was something said about it afterwards, but I do not remember what.

And further this witness said not.

J. N. Gibson

The further taking of these depositions is adjourned until the 1st day of November, 1896, at same place. This October 28th 1896.

W. A. Baker, J.P.

Met pursuant to adjournment, at the Office of Pennington Bros., in Jonesville, Virginia, on the 1st day of November, 1896.

W. A. Baker, J.P.

Thos. S. Ely, another witness of lawful age, being first duly sworn, deposes as follows:

Ques. 1.--Are you one of the defendants in this case?

Ans.--I am.

Ques. 2.--State whether or not you, with others, named as defendants in the plaintiff's bill, ever entered into a mutual contract and agreement, *with the plaintiff* holding yours lives out as an incorporated Company under the statute laws of Virginia, by firm name and style of the Lee Division of the Mutual Benefit Association of Virginia for Lee County Virginia, on the 9th day of August, 1896, or at any other time?

Obj.--Objected to because it is asking the witness for an opinion or conclusion of law. It is for him to state the facts and the Court

to determine from those facts ~~what conclusion should be drawn~~ whether or not he entered into said Association ~~as a partner~~ either as a corporation or a partnership.

C.T.Duncan for plaintiff.

Ans.--I never did.

3 Ques.--State whether or not you, with others mentioned as defendants in said bill, with the plaintiff, ever styled yourselves by said name; and whether or not you, with the said others, ever held out by public and private declarations and acts that you had the right to issue policies of insurance in said Association?

Obj.--Objected to for the same reasons as the last question above.

C.T.Duncan for plaintiff.

Ans.--I never did;

4 Ques.--State whether or not you with the said others ever assumed and asserted corporate powers to act and issue said policies?

Obj.--Objected to for the same reasons stated above.

C.T.Duncan for plaintiff.

Ans.--I never did.

5 Ques.--State whether or not you ever were and are now a member of the Lee Division of the Mutual Benefit Association of Virginia for Lee County, Virginia, whether it be a corporation, joint stock company, or partnership?

Obj.--Objected to for the same reasons stated above.

C.T.Duncan for plaintiff.

Ans.--I never was, and am not now.

6 Ques.--State whether or not you ever paid any premium or dues to said Association, and got any receipt for the same?

Ans.--I never did do either.

7 Ques.--State whether or not you ever accepted a policy in the said Association and signed the same yourself?

Ans.--Sombody, I do not remember whom, handed me a paper which I suppose was what they called a policy, but I never signed anything of the kind.

8 Ques.--Did you ever accept said paper as a policy or in said Association, or did you ever accept a policy at all in said Association?

Obj.--Objected to because it is asking the witness to give a conclusion of law. It is the duty of the witness to state the facts and for the court to determine whether he accepted said paper as a policy.

C.T.Duncan for plaintiff.

Ans.--I never accepted that paper as a policy or a policy at all.

9 Ques.--State whether or not you were ever present in person or by proxy in the meeting of said so-called Association, held at the court-house, in Jonesville, Virginia, on the 24th day of August, 1896, or at any other meeting of the same?

Ans.--I was not.

10 Ques.--State whether or not you were notified to attend said meeting?

Ans.--If I was, I don't recollect it.

11 Ques.--State whether or not anyone representing himself as an agent of said association, ever solicited you to subscribe or become a member of the same; and if so, who was it and when was it?

Ans.--I think it was in the early part of ~~1892~~ the summer of 1896 that a man came to my house in company with Mr. Flanary, it seems to me like his name was Dickson, but I would not be positive of that.

12 Ques.--State whether or not you declined to become a member of said Association, unconditionally and absolutely?

Ans.--I did.

13 Ques.--Now state what did occur between you and said agent, as to the taking a policy in said Association?

Ans.--I agreed to take a \$1000.00 policy on conditions that when he had a full \$100,000 made up. I gave him my note for \$5.00 due six months after date to that effect, and I never have seen the note since, and I never have paid anything.

14 Ques.--State whether or not said agents stated to you that unless \$100,000 was made up and subscribed to said association, that no company, corporation or association for Lee County, under the name of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County, Virginia, would be formed and organized?

Obj.--Objected to because immaterial. And for the further reason

that no such condition, as those mentioned in the question, are contained in the paper signed by the witness, which said paper is filed with the deposition of "W.E.Wynn, marked "W.E.W.54".

C.T.Duncan, for plaintiff.

Ans.--He stated that they would not organize until they had got \$100,000. Therefore I gave him my note due six month after date payable on those conditions.

15 Ques.--State whether or not said agents asked you to subscribe to said association on the condition and understanding that if said amount of \$100,000 was not procured or subscribed, that any amount named or taken by you, would not be binding on ~~them~~ you.

Obj.--Objected to for the same reason as stated above.

C.T.Duncan for plaintiff.

Ans.--That was the understanding.

Obj.--The foregoing answer is objected to for the further reason that if admissible at all, the witness must state what the man said, and not give his understanding of it.

16 Ques.--State whether or not it was understood between you that if said amount was not secured, you had a right to decline to become a member of said Association?

Obj.--Objected to for the same reasons stated above.

C.T.Duncan for plaintiff.

Ans.--It was understood that if that amount was not made up that I was no member.

17 Ques.--I will ask you to take the paper I hand you, marked, "W.E.W.54", filed with W.E.Wynn's deposition in this case, which is called application No.6164, and state whether or not you signed the same?

Ans.--That is my signature, I think.

18 Ques.--State whether or not the conditions and understandings to which you have just testified above were made before you signed said paper and the note before referred to; and if so, were you induced thereby to sign said paper and said note?

Obj.--Objected to because all representations, conditions and agreements, made or talked of before a written contract is signed is

merged into said contract when it is signed, and any condition not contained therein is expressly waived.

C.T.Duncan for plaintiff.

Ans.--They were made before I signed the note; I can't say whether it was before or after the time when I signed said application, as I have no recollection of when or where I signed it, but I recognize it as my signature. I was induced by that condition to sign said note.

19 Ques.--State whether or not said agent ever procured said \$100,000 if you know; and if so, did he ever notify you of the fact?

Obj.--Objected to because immaterial and irrelevant.

C.T.Duncan for plaintiff.

Ans.--He never notified me of anything of the sort, and my understanding has always been that he never did make the \$100,000.

Obj.--The latter part of the answer is objected to, the understanding of the witness is not material, it is mere hearsay.

C.T.Duncan for plaintiff.

20 Ques.--State whether or not you were ever called upon at any time to pay any premiums to said Association?

Ans.--I have been called on three times to pay the note before referred to, by letters, and said letters are herewith filed marked "1" "2" and "3" with my deposition.

21 Ques.--State whether or not you ever answered these letters; and if so, what answer did you make to them?

Ans.--I answered the third one, stating that I did not regard myself as a member of that association from the fact that I had executed my note on condition, & the conditions not ~~being~~ ^{had been} complied with. I answered in this way by letter, mailed it to the man writing these letters to me so that my letter would reach him by due course of mail. I never have heard anything more from him.

Obj.--So much of the foregoing answer as undertakes to detail what the witness wrote in answer to said letter is objected to (1) because the letter is the best evidence of what it contains, and (2) because the contents of said letter were self-serving and not admissible as evidence.

C.T.Duncan for plaintiff.

22 Ques.--Please state whether or not that letter that you wrote or

17.

a copy thereof is in your possession?

Ans.--It is not.

23 Ques.--State whether or not after you had so answered then you ever received any other notice for the payment of said note, or were any steps taken to collect the same from you by law?

Ans.--I have received no notice, and no steps have been taken to collect it.

24 Ques.--State whether or not, according to your recollection, the note that you executed stipulated that it was given on condition that to be \$100,000 was raised or subscribed?

Obj.--Objected to for the same reasons stated above.

Ans.--That was my understanding.

25 Ques.--State whether or not you, with others mentioned in plaintiff's bill as defendants, with any or either of them, with the plaintiff, ever formed, or intended to form a partnership under the firm name and style of the Lee Division of the Mutual Benefit Association of Virginia, or under any other name, as alleged in the plaintiff's bill for the purpose of carrying on the insurance business.

Obj.--Objected to because this is a conclusion of law to be drawn from the facts proven.

C.T.Duncan for plaintiff.

Ans.--I never did.

26 Ques.--State whether or not you, with the others mentioned in the plaintiffs bill, ever agreed with the plaintiff, for the consideration paid by him to the Mother Company, to insure the plaintiff's storehouse and its contents, based on a valuation of \$1500.00, or any other sum?

Obj.--Objected to for the reasons stated above, and to the same question as propounded to William Hoskins.

C.T.Duncan for plaintiff.

Ans.--I never did.

Cross-examination by C.T.Duncan.

27 Ques.--You say that you neither have the letter which you wrote to R.T.Durham in answer to his of the 1st day of February, 1897, nor a copy thereof. Have you ever

Have you ever applied to said Durham for said letter, or a copy of it

Ans.--I never have.

Obj.--The above question and answer are objected to, because said letter is in the possession of the representatives of the Company under which this plaintiff seeks to recover, and his right to recover, if any is based upon the acts of the agent who is now presumed to have this letter.

B.H.Sewell, for said Ely.

2 Ques.--Have you ever applied to Mr.Durham, or to anyone else for said note or a copy of it?

Ans.--I never did.

Obj.--Objected to for same reason as stated above.

B.H.Sewell, for said Ely.

3 Ques.--Have you ever taken, or attempted to take, the deposition of said R.T.Durham so as to get said note and letter or a copy thereof?

Ans.--I never have.

Obj.--Objected to reasons stated above and as immaterial.

B.H.Sewell, for said Ely.

4 Ques.--After Mr.Kesterson's store-house was destroyed by fire,were you ever called upon by anybody to pay an assessment in order to pay Mr.Kesterson his losses; and if so, state by whom, and when?

Ans.--I was by W.E.Wynn, but I can't tell when. He called on me for \$6 and some cents ~~xxxxxxandxxxxxx~~ as my pro rata share of something over \$600.00. Said ~~writingxxx~~ call was in writing and on a very small piece of paper, and I don't know where it is from the fact that I paid no attention to it at the time I received it.

5 Ques.--You state in answer to a question propounded to you in your examination in chief that somebody handed you a policy or a paper which you supposed to be a policy. Please state when and where said paper was handed to you?

Ans.--I can't tell when, but it seems to me like I was here at Jonesville.

6 Ques.--Were you in Jonesville, and in the Court-house on the 24th day of August, 1896, when the meeting was held of applicants for insur

bership for insurance in said association; and if so, you may state what time you went in and what they were doing when you did go in if I was here?

Ans.--I was here, I went in the court-house and they were just breaking up, in confusion. Whatever was done was done before I came in I mean that the meeting was just adjourning when I went into the court-house.

7 Ques.--Was said policy or paper handed to you on that day?

Ans.--I don't know whether it was given to me on that day or not.

8 Ques.--Where is said paper or policy now, and if you answer that you suppose it is at home, will you please make search for it and if you find it, file it with your deposition marked "T.S.E.No.4."?

Ans.--I don't know where it is, It was at home the last time I saw it. I will hunt for it and if I find it, I will bring it up, and file it as requested.

9 Ques.--To whom was the \$5.00 note you executed made payable?

Ans.--I do not know.

10 Ques.--Please repeat the contents of said note as you remember them?

Ans.--I could not pretend to give the contents of it.

And further this deponent saith not.

Thos. S. Ely

Elkanah Flanary, another witness of lawful age, being first duly sworn, deposes as follows:

1 Ques.--State whether or not you were present when one Dickson representing himself as agent of this association, solicited Mr. Thos. S. Ely to subscribe to the same, and on which occasion a note was executed by the said Ely?

Ans.--I was.

2 Ques.--State what was the representations that said agent made to said Ely to induce him to become a member of the same?

Ans.--Objected to because the contract between Mr. Eoy and said Agent has been proven to have been reduced to writing, and the writing is the best evidence of what the contract was, all previous representations, not

tations, not contained in said writing, were waived by the execution of said writing.

C.T.Duncan for plaintiff.

Ans.--I don't know that I could state all of his words, but he asked Mr.Ely to go into said Association, and told him if he did not make up the \$100,000 his note that he executed would be null and void. He said he thought they would make the \$100,000 up and more too.

3 Ques.--Were these representation made to Mr.Ely by said Agent before said note was signed or executed by Ely?

Ans.--Before and afterwards both.

4 Ques.--And on this condition, state whether or not Mr.Ely signed a said note.

Ans.--Yes, he signed it.

5 Ques.--State, if you can, the stipulations contained in said note

Ans.--It was my understanding that it was a \$5.00 note, but as to whether there were any conditions, I can't remember.

6 Ques.--Did you or not go with Mr.Dickson to Mr.Ely's at that time

Ans.--I did, he got with me at Joseph Ewings and went across to Mr.Ely's.

7 Ques.--State whether or not Mr.Ely, on that occasion signed any other paper?

Ans.--I don't remember that he signed any other papers, but he might have done so.

And further this deponent saith not.

Wit claims so

Elcanah Flanary

Virginia, Lee County, to wit:

I, W.A.Baker, a Justice of the Peace in and for said County, in the State of Virginia, do certify that the foregoing depositions of Wm. Hoskins, Z.S.Gibson, J.N.Gibson, Ehos.S.Ely, and Elkanah Flanary were duly taken and sworn to before me at the times and place and for the purposes therein mentioned.

Given under my hand this the 1st day of November, 1898.

W.A. Baker, J.P.

C. R. Kesterson

vs $\frac{3}{2}$ In Chy.

B. F. Kincaid et al

Depositions of
Wm. Hoskins, L. S.

Gibson, J. N. Gibson

J. S. Eely and Eleanor

Flanary.

J. P. ----- \$4.50

E. Flanary .50
\$5.00

525-
48.10
48.90

The depositions of C.M.Graham and others, taken before W.A.Baker, a Justice of the Peace for Lee County, Virginia, at the Office of Pennington, in Jonesville, Virginia, on the On the 26th day of October, 1898, pursuant to an agreement of the parties, by their attorneys, to be read as evidence in behalf of the the defendants mentioned in the answer of B.F.Kincaid and others in a certain suit in chancery pending in the Circuit Court for Lee County, wherein the said B.F.Kincaid and others are defendants and C.R.Kesterson is plaintiff.

Present: Pennington Bros.for the defendants mentioned in the answer of B.F.Kincaid et als.

C.T.Duncan, for plaintiff.

C.M.Graham, being first duly sworn, deposes as follows:

Ques.1.For said defendants.--Are you one of the defendants in this cause?

Ans.--I am.

2 Ques.--State, if you know, who were the originators of the idea of getting up a division in Lee County of the Mutual Benefit Fire Association of Virginia, or the Mutual Benefit Association of Virginia?

Ans.--The men named Dickson, Morris and Rutledge so far as I know.

3 Ques.--State whether they or either of them solicited in the County applicants for membership in said Association?

Ans.--Mr.Dickson did, and the other two told me they did.

4 Ques.--When said Dickson, Morris and Rutledge, or either of them, were soliciting applications for membership in said Association, what representations, if any, did they make with respect to the liability of its members in such Association, in the event of any loss occurring?

Obj.--Objected to because immaterial, and because the representations made by said solicitors or promoters, or whatever they are termed were merged in the organization of said Association made on the 24th day of August, 1896, and by the issuance of policies by said organized Company.

C.T.Duncan, for plaintiff

Ans.--They represented that it was a corporanted company, incorporated by the State, and authorized to make branch corporations; and that a man was not responsible only for the pro rata part according to

the amount of his insurance; that even if any member should become insolvent, no other member would be liable for his portion.

5 Ques.--Did you and the other defendants, or any of the other defendants, rely upon these representations made by said promoters?

Ans.--I did. I talked with other applicants and they talked like they relied upon said representations, that is the way I understood ~~the~~ them. This talk was before the fire.

Obj.--The understanding of the witness of the intention or expectation of others from what they said to him is objected to because simply an opinion of his, and his understanding is inadmissible.

C.T.Duncan and D.C.Sewell, for p.

6 Ques.--Was there ever any meeting of any of the applicants procured by said promoters, if so, when and where held? Who called it and who was present at such meeting?

Ans.--There was a meeting called by Mr.Dickson, held in the Court-house of this County, on the 24th day of August, 1896, if I am not mistaken in the date. I do not know whether I remember all that were present, but I do remember the following being present at said meeting: Mr. Dickson, Mr. Rutledge, Mr. Morris, Mr. B.F. Kincaid, W.E. Wynn, James H. Graham, Harvey Young, V.S. Banner, F.K. Wilson, I believe W.S. Coldiron, A.E. Hyatt, Alex. Litton, J.G. Carter, Maj. Lucas, V.G. Bales, Josephus Grabeel, one of the McDonalds, Newton Wygal, and myself are all that I remember. There were others present whom I do not remember.

7 Ques.--Please state as near as you can what occurred at this meeting held at the Court-house on Aug. 24th, 1896?

Obj.--Objected to because the proceedings of said meeting were reduced to writing, and that is the best evidence of what was done.

C.T.Duncan and D.C.Sewell, for plff.

Ans.--The first thing after we gathered there Mr. Dickson said they had met for the purpose of organizing a Mutual Benefit Fire Association or something of that amount, I don't remember exactly his words, and said that the first thing to be done was to elect a President, and that he had appointed B.F. Kincaid as temporary President and that he would put his name before the meeting as permanent chairman. Mr. Morris, if I am not mistaken seconded his motion. Then he proceeded to take the vote,

and Mr. Kincaid was elected President. He said the next thing was to elect the Secretary and Treasurer. Mr. Wynn was nominated by Mr. Dickson, some one seconded the motion, the vote was taken and Mr. Wynn was elected. The next thing, Mr. Dickson said, was to elect a Director for each District, and he said that he had picked out in his mind a Director for each District and would put them in nomination before the meeting. For the Rose Hill Dist. he put in nomination V.G. Pales, who was elected; for White Shoals Dist. Josephus Grabeel and he was elected; for Jonesville Dist. A.R. Hyatt and he was elected; for Rockey Station Dist. F.K. Wilson, and he was elected; and for Yokum Station Dist. W.S. Coldiron, and he was elected. The next thing he said was to elect a General Agent, and he put in nomination Mr. Graham. Someone, I don't know whom, said there were two Grahams there, James H. and C.M. Graham. C.M. Graham told them that he did not want the place, and they proceeded and held an election and James H. Graham was elected. Mr. Dickson gave a little lecture, or rather, instructions to the Directors, told them that as soon as the organization was perfected, it was their duty to investigate all the property insured in their Districts and to see that none was valued too high. Then he presented a little pamphlet, known as the by-laws of the organization, a copy of which I see has been filed with the deposition of B.F. Kincaid marked "B.F.C. No. 6.", which he asked if they would adopt as the by-laws of the branch organization. They took a vote and accepted said by-laws as the by-laws of the organization. C.M. Graham ^{Then} got up and asked the amount of applications, and Dickson said \$92,000.00. I said to him that he told me he had \$100,000 before I would go in that morning. Then there was considerable talk on the amount throughout the house. I told him I wished to withdraw unless it was made \$100,000. They took the vote on it and voted to be-~~fore~~ \$100,000 before the organization was perfected. Mr. Dickson said we were not obligated until the organization was made \$100,000. and they turned the papers over to the organization with \$25.00 worth of literature to run them twelve months; and that all persons making applications before the perfection of the organization would be known as charter members, and in case they should get burnt up and re-build or sell and want to transfer their property ~~they~~ or withdraw they could re

insure without paying any initiation fee, whereas other members who joined after the organization was perfected would have to pay an initiation fee. While the talk was going on about the amount, they said they would like to make it \$150,000.00. I asked the house to let them make it \$150,000. Mr. Dickson said that they were at considerable expense and did not consider that they made a cent until they got up to \$100,000; and that they as agents only got one-half of the amounts collected from the applicants. They took the vote to see whether they would let them make it over a hundred thousand and let them as agents keep one half of the amount collected from ~~agent~~ applicants and turn the other half over to the organization, that is, to this branch organization. The house voted to allow them to make it \$125,000, and on the last \$25,000 the branch organization was to have one-half of the initiation fees and they as Agents the other half. As before stated the organization was not to be complete or the applicants bound until \$100,000.00 in applications was raised by said Agents. They then, that is, Dickson, authorized James H. Graham ^{for them selves} to take applications also. The meeting then adjourned to meet at the next County Court. If I am not mistaken they claimed they could make the amount up in ten days. Just after adjournment they asked Mr. Kincaid to sign a lot of papers, policies or whatever you term them, and Mr. Kincaid said he did not know whether it was right or not to sign them, that he was ignorant as to what he should do, and that he was willing to do whatever was right to forward the organization. Dickson said he did this for convenience so the agents could take them with them and distribute them after the organization was complete, and that it placed no obligation upon Mr. Kincaid until the insured parties signed it. ^{Not upon any one until the organization was perfected} Before the adjournment Mr. W. E. Wynn said he wanted it strictly understood that he was not going to stand for anything until the organization was complete, and Mr. Dickson told him that he was not bound for anything until the organization was perfected. In signing the policies Mr. Kincaid signed some blanks and some that were filled out. That is all that I now remember was ~~done~~ done in the court-house.

So much of the foregoing answer as undertakes to detail what was said and done by Dickson, Wynn and Kincaid after said meeting adjourned is on

jected to because not responsive to the question, and because immaterial irrelevant and selfserving.

Duncan for Complainant.

8 Ques.--Do you know whether or not any minutes or memorandum of the meeting was kept; and if so, were they read over after they were made?

Ans.--Mr. Wynn was writing a part of the time while the meeting was in session; I do not know what he wrote; no minutes were read.

9 Ques.--You stated that Mr. Kincaid signed some policies after the adjournment of the meeting on the 24th day of August, 1896. Please state if the ~~persons~~ ^{applicants} present in said meeting authorized him to sign such by vote or otherwise?

Ans.--They did not by vote, and if they did in any other way I never heard it and I was present. He did it at Mr. Dickson's request.

10 Ques.--Who presided as chairman of said meeting?

Ans.--B. F. Kincaid.

11 Ques.--How came him to so preside?

Ans.--Mr. Dickson asked him to preside.

12 Ques.--On page 19 of the depositions taken for the plaintiff in this cause Mr. C. R. Kesterson, in his deposition, uses this language: "At a meeting they had here to adjust my matters, and I was here at the meeting, at that meeting there was present B. F. Kincaid, W. E. Wynn, C. M. Graham, Henderson Graham, and another Graham, whose name I do not now remember, Harve Young, J. M. Wheeler and several others, but I do not remember their names. At that meeting they talked my matter over, but I did not hear much that was said, as I did not stay in the house much of the time, but the meeting appointed a committee to meet me at Walnut Hill." Were you present at such meeting, and do you know anything of the appointment of any committee to meet him?

Ans.--I never heard of any such meeting, had no notice of such meeting, was not present at such meeting, and never heard or knew of any Committee being appointed.

~~QUESTIONS~~ Cross-examination by Duncan for plaintiff.

1 Ques.--You say in your examination in chief that the agents that

you have spoken of as soliciting applications for insurance and for the formation of a branch concern in this County, represented that the Company was incorporated and had power to make branch corporations. Did you or any of the other parties who signed applications for insurance, so far as you know, take any steps to inform yourselves as to whether or not said Company was incorporated, and had the power that the ~~agent~~ Agents represented to you it did have; if so, please state what means you took to inform yourselves?

Ans.--I did to some extent; I went to see Judge Duncan and met him at the corner of Gibson's store, and asked his advice about it, if it was a good thing and reliable, and all about it, and he said he ~~that~~ thought it was. I do not know of any other parties as king for information.

2 Ques.--Did you make this inquiry of Judge Duncan before or after the meeting on the 24th day of Aug. 1896?

Ans.--I made it before.

3 Ques.--Did you ask him whether or not said Company was incorporated and had power to form branch companies?

Ans.--I did not. I asked him if he was acquainted with this insurance Company and if a man was safe to insure in it. He said it was the cheapest insurance company that a man could insure in, and was all right, and that when he got his house done he aimed to have it insured in it. From what he told me I considered it all right.

4 Ques.--After the fire did you consult with Judge Duncan whom you say is your adviser as to whether or not you should stand to the obligations you had assumed or try to get out of them?

Obj.--Objected to because ~~he asked~~ the question asks for what occurred between himself and his counsel.

Pennington Pros. for debts.

Ans.--I did not. Mr. Kincaid informed me that Mr. Kesterson had brought suit, or was going to bring suit, asked me what we would do. I says: "We will go up and see Judge Duncan." and he told me that Mr. Kesterson, he had been informed, had employed Judge Duncan. And I said that I thought Judge Duncan would not have taken a fee against ~~Graham~~ a Graham, that I supposed my father and his boys had paid him as much as

as a thousand dollars in fees.

5- Ques.--You state in answer to a question propounded to you in your examination in chief that Mr. Dickson selected the Directors. Are you not mistaken in this? Did not Harvey Young make a motion which was carried that the applicants in each District should select their own Director?

Ans.--I don't think I am.

6 Ques.--You further state that J.H. Graham was elected General Agent. Are you not mistaken in this? Was he not elected Local Agent?

Ans.--They elected him under the name of General Agent for the Lee County Division.

7 Ques.--You say that the minutes of that meeting were not read. Did any person in the meeting call for a reading of the minutes; if so, whom?

Ans.--Not to my knowledge.

8 Ques.--You say that there was no vote taken authorizing the signing of policies by President Kincaid. Was there any objection made, or any vote taken forbidding him to sign policies?

Ans.--As I before stated the meeting had adjourned before he signed any policies. There was no objection and no vote taken forbidding him to sign policies.

9 Ques.--What was the amount of your application for insurance in said Company?

Ans.--\$500.00

10 Ques.--Did you receive any policy for the same?

Ans.--I don't think I did; if I did I have no recollection of it.

11 Ques.--Did you pay the premium on the same; if so, when and to whom?

Ans.--I did; I paid \$1.25 to Mr. Dickson a few minutes before he called the meeting in the court-house on the 24th day of Aug. 1896.

12 Ques.--Did you take a receipt for the same; if so, please file it with your deposition marked "C.M.G.No.1."?

Ans.--I did take a receipt, but haven't it with me; it is at home, and I will file it.

13 Ques.--At any time after Mr. Kesterson's store-house was burned up

were you present in Mr. Wynn's office here in the town of Jonesville, when the question of Mr. Kesterson's loss was discussed by any persons?

Ans.--I was.

12 Ques.--Was that on a court day?

Ans.--I think it was. Mr. Kesterson, Mr. Wynn and myself were in Mr. Wynn's office, and I named it to Mr. Kesterson, and after talking over his losses I said that I would rather pay a trifle than to have any trouble. I do not remember what Mr. Kesterson said in answer. I had understood that it only took six hundred and some dollars to avoid a law suit; and ~~that~~ I would rather pay a trifle ^{than} to be annoyed, losing time and that is the reason why I made the statement I did to Mr. Kesterson. My object was to affect a compromise.

15 Ques.--Do I understand you to say that the meeting on the 24th day of August, 1896, adopted as the by-laws of the Lee Division, the by-law of the Mutual Benefit Association ^{of Virginia}, a copy of which is filed with the deposition of D.F. Kincaid, marked "D.F.C. No. 6" and heretofore referred to by you?

Ans.--Yes, they were to be the by-laws of the Lee Division when it was perfected.

16 Can you explain why said meeting adopted by-laws for itself before its organization was completed?

Ans.--Mr. Dickson told them that they would have to have some by-laws, and presented this pamphlet, and they appointed a committee of three, or five, ^{to examine them} and they reported them favorably and then the meeting by vote adopted them.

17 Ques.--Please state, if you know, what became of the policies signed by Mr. Kincaid, after he signed them?

Ans.--They ~~remained~~ were pushed back on the table. Mr. Dickson afterwards gave some of them to deliver. Mr. Dickson said he did not know the country or people and he got me to go with him a part of two days before the meeting while he was taking applications. During this time we took the applications of Wm. Burk, A.R. Hyatt, J. Maj. Lucas, and J. G. Carter, and I think I signed some of these applications as agent. So after the policies had been signed Mr. Dickson handed me the policies to

deliver to ^{some} said parties named ~~their~~ ~~politician~~, saying that he would not know them.

18 Ques.--When you delivered these policies to Mr. Hyatt, Mr. Burk, Mr. Carter and Mr. Lucas, or such of them as you did deliver, did you receive from them the premiums on said policies?

Ans.--I did not; they paid him when ~~they took the~~ he took their applications, except Mr. Lucas, and he has not paid yet. He gave a note which I hold, and I told him that I thought it was a swindling machine and that if I were he I would not pay until I saw further.

19 Ques.--When did you tell him that?

Ans.--Before the fire and as soon as I learned those parties had escaped and gone.

20 Ques.--You did not tell Mr. Lucas that you thought it was a swindling machine or any words to that effect at the time you took said note did you?

Ans.--No, I took the note when he made the application, before the meeting on the 24th day of August, 1896.

21 Ques.--Did you tell him you thought it was a swindling machine at the time you delivered the policy to Mr. Lucas, if you did deliver it?

Ans.--I don't think I delivered Mr. Lucas his policy. Upon reflection I think the only policies which I delivered was to Alexander Litton and J. C. Carter, and Mr. Dickson, as I was getting on my horse, handed them to me, and I handed them to them as we were going down the road towards home. They were both present at the meeting.

22 Ques.--Have you ever delivered Mr. Lucas's note up to him?

Ans.--I have not.

23 Ques.--Was there any meeting held at the September term, 1896, of the County Court?

Ans.--None, nor at no other time except the 24th of August, 1896.

24 Ques.--Did the meeting on the 24th day of August, 1896, fix a time for the annual meeting of said Association? If so, what?

Ans.--None, to my recollection.

~~QUESTIONS~~ Re-examination.

25 Ques.--Do you know whether all applicants who participated in said meeting, held on the 24th day of August, 1896, knew that Mr. Kincaid was

signing policies for the Company?

Ans.--I do not know. I think some of them had gone out of the C.H.

2 Ques.--State whether or not the by-laws adopted at said meeting were not adopted before it was known to those present that said agents had only \$92,000.00.

Ans.--They were.

3 Ques.--I omitted to ask you in your examination in chief and will now ask you if in a conversation with Mr. Kesterson, at W.E. Wynn's Office in the town of Jonesville, he did not state that after he had taken his application for insurance and up to the time of the burning of his store-house he had not let his stock of goods run down, or words to that effect?

Ans.--He said to me in talking about his goods that he had let them run down a little.

4 Ques.--State whether or not said agents or either of them, at any time after Aug. 24th 1896, ever turned over to any of the defendants in this cause, or offered to turn over, the \$25.00 worth of literature heretofore spoken of by you?

Ans.-- They did not; neither did they furnish the charter which they agreed to furnish.

Re-cross-examination.

1 Ques.--What kind of literature was it they were to turn over?

Ans.--They did not describe what kind of literature.

2 Ques.--What was the charter they were to furnish?

Ans.--I do not know, I suppose it was something to perfect the organization.

And further this witness saith not.

Chas M. Graham

J.H. Graham, another witness of lawful age, being duly sworn, deposes as follows:

1 Ques.--State your name, residence, and occupation?

Ans.--J.H. Graham; residence, Dot, Va.; occupation, farming.

2 Ques.--State, if you know, who were the original promoters of the idea of getting up the Lee Division of the Mutual Benefit Association

of Virginia?

Ans.--A man named Dickson was the man that was at my house; I was informed that Morris and Rutledge also helped him, but I did not see them doing any business, but they told me they were doing business, Rutledge did in particular.

3 Ques.--While said Morris, Dickson, and Rutledge, or either of them were soliciting applications for membership in the association they were attempting to get up, what representations, if any, did they make or hold out with respect to the liability of its members in the event of any loss occurring?

Obj.--Objected to because immaterial, and because the representations made by said agents, or promoters, of whatever they are termed, were merged in the organization of said Association made on the 24th day of August, 1896, and by the issuance of policies by said organized company.

Duncan for the plaintiff.

Ans.--Mr. Dickson came to my house and we had a talk about it. He said that he could not complete the organization until they reached \$100,000, but that ~~they~~ he had two other men, Morris and Rutledge, working in the County at that the time, and that he thought that by the day the meeting was to be held they would have it up, and invited me to be present on that day. Then I ~~h~~ asked him to explain what the cost would be to me ~~wh~~ if I should take a policy, in case of a ~~mutual~~ fire. He said that I would have to pay proportionally, that is, if I took a policy for \$1500.00 and another for \$500.00, that I would have to pay three times as much as the other party, but that there would be nothing to pay unless there was a fire except the premium. I then asked him if ~~a~~ a member were insolvent, what the effect would be, and he said that would not increase the amount I would have to pay, that each fellow would have to pay his own pro rata part only regardless of insolvents.

↓ Ques.--What kind of a company did he propose to organize, a corporation, a partnership, or what?

Ans.--He called it a Mutual Fire Insurance Company, as I remember. He said that it was incorporated in the State of Virginia, and that he was outhorized to organize branch organizations for Counties, or if the Counties were small for two counties. This was to be a branch of a

Company at Richmond, as I understood it.

5- Ques.--Was there ever any meeting of any of the applicants procured by said promoters; if so, when and where held, and who was present at said meeting?

Ans.--There was a meeting, held at the ~~Jamezville~~ court-house in Jonesville, in the month of August, 1886, the exact date I do not remember. I do not know whether I remember all who were present, but in addition to those mentioned by C.M.Graham in his ~~Graham~~ deposition I know that L.C.Shelburn was present, and I think J.N.Duff was also present.

6 Ques.--Please state as near as you can what occurred at this meeting held in the court-house?

Ans.--As well as I remember Mr.Dickson called the meeting to order and stated that he appointed Mr.Kincaid as temporary chairman. He then put him in nomination for President, Mr.Morris seconded the nomination, and Mr.Dickson put the vote and he was elected. He then stated that it was necessary to elect a Secretary and Treasurer, and Mr.Wynn was elected. He then said we would need five Directors, one for each District, and as I now remember he said that he had selected in his mind a man suitable for each District, and he named Mr.Bales, for Rose Hill, Mr. Grabeel for White Shoals, Mr.Hyatt for Jonesville, Mr.Wilson for Rocky Station, and Mr.Coldiron for the Yokum Station; they were all elected. Then I believe the next thing he said was that it was necessary to have a general agent. Some one mentioned my name and I was elected. Then Mr.Dickson said that we would need something to govern the Association, and he presented a little pamphlet something like this I have in my hand (exhibit "B.F.C.No.6."with Kincaid's deposition) I think this is a copy of the book he had, and said that he was familiar with these by-laws and with the workings of them, and that he thought they would suit us. Some one suggested that there be appointed a committee of five men to examine them and report. Said committee was appointed; the Committee in connection with Mr.Dickson took the by-laws and examined them and made a report which was favorable, and the Association adopted said by-laws. I believe the question was then asked by some one if ~~the~~ they had up the \$100,000, and Mr.Dickson and some others after talking

a little said they had \$92,000, as I remember it. Upon this some of the members complained that they had made their applications with the understanding that the \$100,000 was already completed, and that the Agent had so represented to them, and that they could not organize until it was completed. Mr. Dickson then announced that there was nothing binding on anybody until the \$100,000 was completed, and that they ~~they~~ had turned over to the officers of the Association the full amount of \$100,000 and \$25.00 worth of literature, such literature as the Association would need for the next twelve months, and said that we would have to postpone the completion of the organization until they could ~~in~~ raise the amount required, to wit, \$100,000. He said he thought that could be done in ten days, but for the convenience of the Association he would name the first day of the next County Court as the day to meet and complete the organization, and at that time he would turn over the \$25.00 worth of literature and a charter for the branch organization. The announcement of the amount not being raised caused some considerable talk and I think, excitement, but when the adjournment was announced quite a number of the members left the room at once. As to what was done after that I do not know, as I was one of the men that left.

7 Ques.--State whether or not said promoters, or either of them, at the next term of the County Court after the meeting mentioned by you, or at any other time or place, met and offered to turn over \$100,000 in applications, \$25.00 worth of literature, and a charter?

Ans.--They never did to my knowledge. I was here at said term of the County Court, but said promoters were not, and my understanding was and is that they had left the county before that time.

8 Ques.--Do you know whether or not the proceedings of said meeting held in August, 1896, at the court-house, were all reduced to writing by anyone; if so, by whom? and after they had been written if the same were read and adopted as a whole or in part?

Ans.--I do not know whether they were kept in writing, I saw Mr. Wynn writing, but do not know what he was writing. There were no minutes of the proceedings read.

9 Ques.--Were you ever at any meeting at the office of W.E. Wynn, at which was present B.F. Kincaid, W.E. Wynn, Harve Young, J.M. Wheeler, and

others, and at which meeting Mr. Kesterson's loss was talked over, and a committee appointed to meet at Walnut Hill to adjust the matter², said committee composed of B.F. Kincaid, W.E. Wynn, Josephus Grabeel and V.G. Bales?

Ans.--I never was; I never heard of such a meeting until to day while C.M. Graham's deposition was being taken.

10 Ques.--Is it not a fact that the question was put at said meeting in Aug. 1896, and voted upon, ^{by} ~~that~~ the applicants for membership in said Association, being gotten up by said promoters, that there would be no organization of such Company until the said promoters had procured at least \$100,000? and what was the result of the vote if such was the case.

Obj.--Objected to because the proceedings of said meeting have been shown to have been kept in and reduced to writing, which writing has been filed as evidence in this case, and said writing is the best evidence of what then occurred, and further said testimony is immaterial, because of the fact that said association, even if such a resolution was adopted, violated it at once by issuing policies.

C.F. Duncan for plaintiff.

Ans.--There was such a vote taken, and the meeting voted that there was to be no organization until the \$100,000 was gotten up.

// Ques.--You have stated that you were appointed at said meeting as general agent for the county. State whether or not you performed any service for said association as such agent?

Ans.--I never did.

Cross-examination.

/ Ques.--You say that as agent you never performed any services for the Association. Did you not visit the neighborhood in which Mr. Kesterson's store had been located, after it was burned, and make enquiries in regard to it, and represent to those that you made enquiries of that you were doing it as agent?

Ans.--I was in the neighborhood where Mr. Kesterson's store was burned in the interest of Gen. James A. Walker a short time before the election in 1896, and there was a good deal of talk ~~na~~ about the burning of Mr. Kesterson's store; different parties talked to me about it.

I joined in and talked with them very freely about it. I did not want my real business known, and the talk about the fire was convenient to keep people from thinking I was there on politics. I did not represent myself as agent for the Company. If anyone asked me about the meeting here at the court-house, I might have told them I was elected Agent, but I don't remember that I was asked that question.

2 Ques.--How far down did you go on that occasion, how far below Mr. Kesterson's store, if below it at all.

Ans.--I was at W.R.Bowles; and was near C.N.Morgan's, started to his house, but found he was not at home. I don't know the distance.

3 Ques.--Did you go any nearer to Mr.Morgan's than Bowles' store?

Ans.--My recollection is that I went out on a road leading off to the right from the main road, and met some gentleman who told me Mr.Morgan was not at home.

4 Ques.--Did you stop at the place where the store was burned and have any talk with any person with reference to said fire?

Ans.--I did not; I didn't see anybody about the place where I saw a building which I supposed was Kesterson's store had been burned.

5 Ques.--After you returned from there did you not tell various parties that you had been down there investigating the matter and trying to ascertain the cause of the fire; and that you had come to the conclusion that Mr.Kesterson had been the cause of his store burning up or words to that effect?

Ans.--I did not.

6 Ques.--Did you tell no person after you returned that you had been down there for the purpose of investigating the cause of that fire?

Ans.--I did not. As before stated I went down there in the interest of Gen.Walker, and I talked to some parties about the fire after I came back and possibly told what parties down there had told me about it. I met with Judge Duncan and had some talk about it with him.

7 Ques.--What did you tell me about that fire down there?

Ans.--I can't remember. I think you asked me what the people said about it, or something of that kind, but I don't remember what I told him. He might have inferred from what I said that that was my business down there. I did not want him to know my real business.

8 Ques.--Did you not tell Mr.Susong, at the place where Mr.Kester-son boarded, as you were informed, that you were the agent of said Com-pany, or a Director of it, and that you were down there for the purpose of investiganting that fire?

Ans.--I did not.

9 Ques.--What time was it you were down there?

Ans.--As I have already stated it was a short time before the Con-gressional election of 1896.

10 Ques.--Did you make application for insurance in said Company; If so, state when you made it, the amount for which you applied and to what agent?

Ans.--I did not make any application. This man Dickson was at my house a few days before the meeting was to be held, and urged on me, as I had built a new house, that I had better have it insured, and want-ed me to take out insurance on it for \$1500.00 including some little out buildings, and stated that he thought they had up \$100,000. I told Mr.Dickson I had not given the matter much thought and that I would not make any application. He then invited me to come to this meeting I have been talking about. I had business in Jonesville on that day and was down here, and my son, R.S.Graham, came with me. Mr.Dickson learn-ed that he had been in the fruit business and tried to employ him to work for him, and stated that he was going to Tennessee as soon as he completed the work in this county. He said that if I would encourage Ralph to go into business with him that he would give me the premium on \$1500.00 of insurance. I replied to him that Ralph was of age and could act for himself, that I did not know enough about the Company to know that I would want insurance in the Company if he would give it to me. He then went on to mention a number of good men who had made ap-plication, among them F.K.Wilson, B.F.Kincaid, L.C.Shelburn, and told me it was a good thing. No more was said until just as we went into the court-house, he told me to come in, that he had the \$100,000 raised and that he had an arrangement or understandin with Ralph and that if I would accept it he would make me a present of \$1500.00 insurance on my property if I would come into the meeting.

Ques.--All the foregoing answer after the words "I did not make any

application." is objected to because not responsive to the question, and in no way explanatory of the words "I did not make any application!"

C.T.Duncan for plaintiff.

11 Ques.--I now hand you a paper filed with the deposition of W.E.Wyn and marked "W.E.W.No.36." and which purports to be signed by you and ask you to state if the name, J.H.Graham, Applicant, is in your hand-writing, and if not, in whose hand-writing is it?

Ans.--It is not in my hand-writing, I never saw the paper before, that I remember. I suppose Ralph and Dickson fixed it up, but I do not know. They both knew that it was agreeable with me, at least Ralph did, as I told him that if I took a notion to go in I would take the \$1500.00 if he decided to go in business with Dickson, provided they gave it to me as Dickson proposed. And I went into the meeting and acted which I regarded as tantamount to making application.

12 Ques.--Did you get a policy² pursuant to said application?

Ans.--I am inclined to think that Dickson gave me one, but I am not positive about that though.

13 Ques.--When did he give it to you?

Ans.--If he gave it to me at all, he gave it to me at a room at Couk's Hotel on the evening ~~after the meeting~~ after the meeting here in the court-house.

14 Ques.--If he gave it to you, what did you do with it and where is it now?

Ans.--I suppose it is among some of my papers at home.

15 Ques.--Will you make an examination of your papers and if you find said policy, file it with your deposition marked J.H.G.No.1."?

Ans.--I will.

16 Ques.--You have said in a former part of your deposition that the meeting held here in Aug.1896 was adjourned to the next term of the County Court. Was there a meeting then held at the court-ouse on the first day of the next term of the court or on any other day of that term?

Ans.--There was not to my knowledge. I enquired about the meeting and learned that said Agents had left the country. I was present at that term of the court.

17 Ques.--Were the parties who were here acting in said meeting held in August, 1896, except said agents, pretty generally present?

Ans.--I do not remember seeing but a few men. I had heard before I came that the Agents had left the country.

18 Ques.--Did you or the other persons present here on that day, who had been present at the meeting held in August, hold any meeting or do any public act to sh w that you ~~were not~~ did not intend to remain members of said association, and be bound by the terms of your policies? If so, what did you do?

Ans.-- There was no public meeting that I know anything about.

19 Ques.--Do you know how long said Agents, or any of them, remained in the County after the meeting in Aug.?

Ans.--I do not. My understanding was that Dickson left pretty soon after the meeting; I think Rutledge remained some little time. I never saw Morris but the one time.

20 Ques.--Did you state to said meeting publicly on the day when said meeting was held here that your policy was being given to you as a gratuity?

Ans.--No sir, I do not know that I ever stated it until to day to anyone.

21 Ques.--Did you or any other member of said Association so far as you know after said meeting held here in Aug. give any public notice that the organization of said Association was not completed, and that the policies were not binding?

Ans.--I did not, and I did not know that anybody else did. At the time of said Aug. meeting, because at said meeting it was stated that nothing that was done was to be binding until the organization was completed at the next court.

22 Ques.--Yet, with the understanding that nothing was to be complete or binding, until the meeting was held at the next court, you took a policy for \$1500.00 on your property, did you not?

Obj.--Objected to because argumentative.

Pennnington Bros.

Ans.--I stated that I believed that Mr. Dickson gave me a policy for \$1500.00, but I did not understand that that policy was binding until

the organization was completed.

~~Ques.~~ And further this deponent saith not.

7th w. claims 50¢

J. H. Graham

The further taking of these depositions is adjourned until to-morrow morning, 8 o'clock, same place. This Oct. 26th 1898.

(3)

M. A. Baker, J.P.

Met pursuant to adjournment, at the Office of Pennington Bros. in Jonesville, Virginia, on the 27th day of October, 1898, at 8 o'clock.

M. A. Baker, J.P.

Josephus Grabeel, another witness of lawful age, being first duly sworn, deposes as follows:

Ques. 1.--Are you one of the defendants in this cause?

Ans.--I suppose I am.

Ques. 2.--Were you at a meeting, held in the court-house of this County on or about August 24th 1896 by some of the applicants for membership in the Lee Division of the Mutual Benefit Fire Association of Virginia; if so, state whether or not such association was, at that time, perfected in its organization?

Obj.--Objected to because the question asks the witness to give a conclusion of law in place of stating the facts.

C. T. Duncan for plff.

Ans.--I was present at said meeting. I did not think said association was perfected in its organization at that time.

Ques. 3.--In what was it wanting?

Ans.--My understanding was that it was to reach \$10,000 before it was perfected.

Ques.--Did they have that amount up on that day?

Ans.--My understanding was that they did not.

Ques.--How much did the promoters of said concern represent that they had?

Ans.--\$200,000 or in \$200,000.

Ques.--Was there an adjournment of said meeting? If so, to what time and for what purpose? were they to meet again?

Ans.--There was an adjournment to meet at the next County Court, I suppose, to perfect the organization.

Ques.--State whether or not, in any meeting held at W.E.Wynn's Office, in the town of Jonesville, in which meeting W.E.Wynn, C.M.Graham, Harvey Young, B.F.Kincaid, J.H.Graham, J.M.Wheeler and others were present, and in which meeting you, B.F.Kincaid, V.G.Dales, and W.E.Wynn, were appointed a Committee to meet Mr.Kesterson at Walnut Hill for the purpose of adjusting his losses?

Ans.--I do not know anything about such meeting.

8 Ques.--State whether or not you, V.G.Dales, B.F.Kincaid and W.E.Wynn had a conference with C.R.Kesterson at Walnut Hill concerning his losses? And if so, tell how come you to go, and what occurred at such conference, as near as you can?

Ans.--We did. I was informed by somebody, I do not remember whom, that I was desired to go down there. My recollection ~~is that~~ is that Mr.Kesterson gave us the amount of goods that he had on hands at the time of the fire. He gave us the amount that he first bought, the amount that he sold, and the amount that he bought after the first purchase and before the fire. From these amounts we tried to make an estimate of what his loss was. What he furnished was in writing on paper which Kesterson gave to me and which I herewith file marked "J.G.No.1." I think I made the figures following 1375.00 and on the back thereof.

9 Ques.--State whether or not, in talking to Mr.Kesterson, there at Walnut Hill, if he did not tell you, or state in your presence, that he had let his stock of goods run down some three or four hundred dollars from the time he had made application for insurance up to the time of the fire?

Ans.--My recollection is that he said he had let his stock run down, but I don't remember the amount.

10 Ques.--On page 21 of Mr.Kesterson's deposition, in answer to this question:"When you refused to take one-half of the \$1245.00, which said

Committee estimated as your losses, what did they say to your refusal?" to which question Mr. Westerson answered, "Mr. Kincaid and Mr. Grabeel said that if I did not take that they would try to beat me out of the whole thing and that I would not get anything." Did you or Mr. Kincaid in your presence use such language to him; if you did not, state what you did say to him, if you remember?

Ans.--I don't think there was any such language used at all there. He refused to take what we offered, said if that was all he could get, he would not take anything, and intimated or spoke about suing. I think I said to him that putting his house in at \$300.00 when it did not cost near that to build it would not sound well before a jury. ~~I do not mean to say that we offered him \$300.00 any amount, but I suggested him that if the balance were willing, I was willing for the Company to try to get him up one-half of the amount we estimated his loss to be rather than have a suit.~~ ~~for the Co. to try~~ ~~as far as I was concerned~~ ~~and I was willing to pay him a hundred dollars rather than to have a suit.~~ I do not mean to say that we offered him any amount, but I suggested to him that if the balance were willing, so far as I was concerned, "I was willing for the Company to try to get him up one-half of the amount we estimated his loss to be rather than have a suit."

// Ques.--You state there was an adjournment to meet at the next Court after the meeting held Aug. 24th 1896, at the Court-house. Was there any meeting held by any of the applicants for membership in said association at that time?

Ans.--I think I was at the Court myself, and if there was any such a meeting I had no knowledge of it.

~~QUESTIONS~~ Cross-examination.

/ Ques.--If the meeting of Aug. 24th adjourned to meet again on the first day of the next term of the County Court to complete its organization, why did it not meet on that day, and either complete the organization or declare it off?

Ans.--I think I was here, and I think I talked to some of the parties, and there were not enough members here to hold a meeting in my recollection.

✓ Ques.--Was there any organized effort on that day to ascertain whether or not there were enough of the applicants here to hold a meeting?

Ans.--I do not know what efforts were made.

3 Ques.--You say the promoters represented to the meeting on the 24 of Aug. 1896 that they had applications amounting to some \$200,000 or \$250,000 odd. Did said meeting take any steps to verify the amount, ascertain who were the applicants, or anything of the kind; if so, state what it was? Or did the meeting simply take the statement of the agents as to said amounts?

Ans.--I do not remember that it did; My recollection is that the meeting simply took the statement of the agents as to the amount.

4 Ques.--You say that no meeting was ever held at Wynn's Office when you were there when the matter of Kesterson's losses were talked over. Do you mean to say that you were never at Wynn's office when persons who participated in the meeting of Aug. 24th 1896 talked over the matter of the Kesterson fire in his Office?

Ans.--I very likely have been there and heard others talk about it, and talked about it myself; but I do not recollect of ever having been there in the capacity of a meeting to do business.

5 Ques.--You say it is very likely that you have been present in Wynn's office when the matter of the Kesterson fire and his losses was talked over. If you ever were present when these matters were talked over, state whether or not it was on a court day, and state whom all were present in Mr. Wynn's office when the matter was talked over?

Ans.--I have no recollection of ever having been there and talked it over at all, but I say, I might have been.

6 Ques.--Give the date, as nearly as you can, when you, Kincaid, and Eales had the conference with Mr. Kesterson at Walnut Hill, of which you have spoken of above?

Ans.--I suppose it was in November or December, 1896. Mr. Wynn, as I understood it, was collecting taxes that day, there.

7 Ques.--Where were you when you received the request to go to Walnut Hill and meet Mr. Kesterson? State, as near as you can, the exact words used to you, and give me your best impression as to whom it was you received said request or information?

Ans.--I do not remember where I was at. I do not know what words were used, but I know I was requested to go and I went. My best im-

pression is that it was Mr. Wynn told me, and that he told me at my ~~home~~ house.

8 Ques.--Was this immediately after the November term of the County Court, 1896 ?

Ans.--I don't remember. I seemed to me that I got the request a week or so before I went down there to Walnut Hill.

9 Ques.--Did the person who gave you the request or information to go, name the day when you were to go, and tell you whom you were to meet there?

Obj.--Objected to unless the person making the request was one of these defendants; and if one of the defendant, the same could be no evidence against other defendants in the cause.

Pennington Bros. for defts.

Ans.--I think he did.

10 Ques.--Whom did he tell you that you were to meet there?

Obj.--Objected to for same reasons as last question above.

Pennington Bros. for defts.

Ans.--V.G.Bales, B.F.Kincaid, and W.E.Wynn, I think.

// Ques.--Did you meet those persons there on that day?

Ans.--I did.

12 Ques.--Before going there on that day, did you notify Mr.Kesterson, or receive information from Mr.Wynn, Mr.Bales, or Mr.Kincaid that they had notified Mr.Kesterson to be there?

Ans.--I understood that Mr.Kesterson was to be there. I suppose the one who requested me to go, told me that Mr.Kesterson would be ~~there~~ there, but I have no recollection of being informed that Mr.Kesterson was to be there. However, he was there.

13 Ques.---In what character did you go there?, simply as Josephus Gra beel, or a member of a Committee, or as a Director of the Lee Division of the Mutual Benefit Association of Virginia, or in what capacity?

Ans.--As I understood it I was to go there to try to effect a compromise with Mr.Kesterson. I do not know whether I was selected because I was a Director or not. I was a Director.

14 Ques.--Had there ever been any propositions of compromise made by Mr.Kesterson, or had it not been all the time with him a matter of settlement?

Ans.--I don't know.

15 Ques.--You state that on that occasion you made some figures on the back of one of these papers marked "J.G.No.1.". Did I understand you to say that you made these figures for the purpose of trying to ascertain the amount of Mr.Kesterson's loss?

Ans.--I think that was the object of the figures.

16 Ques.--I see that the first item of figures is "\$1375.00", the next item is "\$452.97". What was that item for?

Ans.--I do not remember.

17 Ques.--By way of refreshing your memory, I will ask you if it was not the amount given in by Mr.Kesterson as still due from the store on goods which he had purchased?

Ans.--It may have been.

18 Ques.--I will now ask you, if your object was to ascertain the amount of goods that were on hands and destroyed by the fire, why you did not also add the \$900.44 which Mr.Kesterson gave you as having been paid out by him by check and otherwise on goods he had purchased after buying out Mr.Robinson?

Ans.--My recollection is that we added everything in that Mr.Kesterson gave us.

19 Ques.--In ascertaining his losses on that day, did you count anything for profit on goods which he had sold prior to the fire?

Ans.--I do not remember, but I don't think we did though.

20 Ques.--Did you add anything for the value of the house destroyed?

Ans.--My recollection is that we added \$100.00.

21 Ques.--I see by your figuring that after you had added your figures together amounting to \$1245.00, that you divided then by two, making the amount \$621.50. Why did you do that?

Ans.--The reason why I did that, I reckon, was that it was my understanding from the by-laws that we were only allowed to take a policy for one-half of the value of a store-house and stock of goods.

22 Ques.--After ascertaining the amount of \$621.50, I understand you to state, in your examination in chief, that you told Mr.Kesterson that if he was willing to receive that sum, and the Company was willing to pay it, that it would be agreeable to you, or words to that effect. What answer did Mr.Kesterson make to this? Were not his words these: "If you owe me \$1243.00, you owe me that much and not half of it." And if these were not his words, state what they were.

Ans.--I stated to Mr.Kesterson that so far as I was concerned I was willing for the Company to pay him one half of the amount we estimated. As well as I recollect he paused awhile and said: "He would have more than that or nothing" or words to that effect. I have no recollection of his using the words in the question.

23 Ques.--On the day which you gentlemen had the conference with Mr.Kesterson at Walnut Hill, as heretofore stated by you, in leaving there did not you and Mr.Bales come off in Company with J.M.Wheeler, and did you not state to Mr.Wheeler the offer which you had made to Mr.Kesterson and ask Mr.Wheeler to use his influence with Mr.Kesterson to get him to accept that sum, at some place between Walnut Hill and Mr.Wheeler's residence, or words to that effect.

Obj.--Objected to because irrelevant and immaterial to any issue in this case.

Pennington Bros. for debts.

Ans.--I have no recollection of Mr.Wheeler's being with us coming from Walnut Hill up the road. My recollection is that M.Bales, Mr.Kincaid and myself were together up as far as Jim Willis', and that Mr.Bales and myself stopped there and Mr.Kincaid came on by himself. I think if I talked with Mr.Wheeler at all it was after I left Willis', but I have no recollection of talking with him at all. I have an impression that I did ride with him somewhere, but I don't recollect what the conversation was.

24 Ques.--I now hand you for your inspection papers purporting to be applications for insurance, signed by various parties, and filed with the deposition of W.E.Wynn, marked respectively, "W.E.W.No. 31, 35, 38 28, 26, 45, 42, 41, 46, 47, 54, 53, and 70" and which have on them these words, "Approved Sept.8th, 1896. Josephus Grabeel, DR." And will ask you

to state if that is your signature; where you were when you put it there; and what the letters "DB" are intended to stand for?

Ans.--It is my signature. I was at E.B.King's store when I signed my name. I suppose the letters "DB" are intended to stand for "Director". I did not write the words "Approved, Sept.8th 1896."

25 Ques.--Who did write those words to which you signed your name; and is Sept.8th,1896,the correct date of the time that you signed your name thereon?

Ans.--I do not ^{know} ~~not~~ who wrote the words, I think they were on the papers when I got them. I do not know the date on which I did sign them. I received the papers from E.B.King, and I left them with E.B.King.

26 Ques.--You state you do not know the date when you did approve said applications. Do you think you would have written your name to a paper incorrectly dated?

Ans.--I do not know about that. I think the date was on the paper when I got it, and I signed them just as it was when I got it. It may have been written on there the same day by E.B.King for all I know. It was after the meeting held here on the 24th day of Aug.1896, when I ~~was~~ signed them.

27 Ques.--Did you receive a policy in said Association?

Ans.--I think I did.

28 Ques.--State when you received it, and file it with your deposition marked "J.G.No.2."

Ans.--I think I received it on the day of the meeting in Aug. I will look it up if I can when I go home and send it to Hyatt by mail and marked it as requested.

29 Ques.--Did you pay any premium on said policy; if so, how much, to whom, when, and if you took a receipt for the same attach it or pin it to your policy when you send it and mark it "J.G.No.3."

Ans.--I paid a premium of \$12.50, on the day of the meeting, to Morris; I don't think I took any receipt.

30 Ques.--Did you receive said policy before or after the meeting adjourned on the 24th of Aug.1896?

Ans.--I do not remember.

~~QUEST~~ Re-examination.

1 Ques.--Having forgotten to ask you in my examination in chief, I will now ask you: When applying for membership in the Lee Division of the Mutual Benefit Fire Association of Virginia, or at the time the meeting was held in the court-house in Aug. 1896, did you intend to be bound thereby, or have any thought of being bound thereby, in such Association, in the capacity of a partnership?

Ans.--I did not.

2 Ques.--Before going to Walnut Hill to meet Mr. Kesterson there, had you heard that he was threatening a suit concerning his losses?

Ans.--That is my recollection, that I had.

3 Ques.--On page 22 of these depositions you were asked by the plaintiff's counsel if ^{the meeting} you took any steps to verify the ~~amount~~ truth of the amount represented by the promoters of this concern ~~represented~~ ^{they} had on that day. And your answer to which was that you did not remember of doing so. Now when said agents represented that they had \$90,000 worth of applications in said meeting, did you rely upon their statements as being true at that time?

Ans.--I did.

4 Ques.--You stated in your cross-examination that you approved certain applications for membership in said Association. Please state why you did so, and at whose instance and request, if any.

Ans.--They were handed to me by E.R. King, and he said I was requested to sign them up and I just did so.

Obj.--Not having heard the first question on re-examination, I now desire to object to the same and to the answer thereto, because such question and answer are immaterial.

C.T. Duncan, for plaintiff.

And further this deponent saith not.

Joseph Lee Grainger

A.N. Nelson, another witness, being first duly sworn, deposes as follows:

Ques.--Please state your name, age, residence, and occupation?

Ans.--Name, A.N. Nelson; age, 40;

residence, near Ewing, Va.; occupation, farming.

Ques.--Where were you living at the first of the year 1896 and on Oct. 3rd 1896?

Ans.--At the same place I do now.

3 Ques.--How far is that from the store-house of C.R. Kesterson that was destroyed by fire?

Ans.--About two miles.

4 Ques.--While Mr. Kesterson ran the store at this place, were you frequently in the store and did you do any trading there?

Ans.--I would stop there several times in passing and sometimes bought articles.

5 Ques.--How long before the fire was it that you were last in said store-house as near as you can remember?

Ans.--A week or such a matter, I guess, and may be, a little more.

6 Ques.--When you were in there last did you notice the stock of goods, whether the shelves were full, or did it seem that the stock was scarce?

Obj.--The latter part of the foregoing question in the words "or did it seem that the stock was scarce" is objected to because leading and directly suggestive.

C.T. Duncan for Plaintiff.

Ans.--The stock seem to be scarce. I made a remark to Mr. Johnson that he was letting his stock of goods go down to what it was when Mr. Robinson was in there. He said, "Yes, that he had let them run down right smart to what they had been."

7 Ques.--Were any of the shelves empty?

Ans.--The goods seemed to be pretty well all gone out of the shelves, seemed to be scarce.

8 Ques.--Were you acquainted with the store when Mr. Robinson ran the store and up to the time when he sold out to Mr. Kesterson?

Ans.--Yes, sir.

9 Ques.--How did the stock that Mr. Robinson had on hand about the time that he sold to Kesterson compare with the stock which Mr. Kesterson had on hands, the last time you were in the house before the fire?

Ans.--About the time of the fire, the stock did not look to be more than one-third the amount it was at the ^{time.} Robinson was selling there. At the ~~same~~ time Robinson sold there he had the shelves full and goods piled up on the counter. At the time of the fire, there were no goods on the counter and very few in the shelves.

10 Ques.--What do you think would have been a fair cash value for the stock of goods on hands by Mr. Kesterson the last time you were in the store before the fire?

Ans.e--There might have been \$500.00 or \$550.00 worth of goods in the house, I am going by the amount of goods that were in the store before as compared with those the last time I~~n~~ was in the store.

11 Ques.--Were you acquainted with the store-house?

Ans.--I was, I had noticed it some.

12 Ques.--What do you think would be a fair cash value for that house?

Ans.--About \$100.00.

Cross-examination.

1 Ques.--Who did you first tell that you were at Kesterson's store shortly before it was burned and had formed an estimate in your mind of the value of the goods there?

Ans.--I do not know, sir, whom.

✓ Ques.--When did you first tell it?

Ans.--Why, I do not know exactly when; we were all talking about it in the neighborhood, about the goods and about the burn out.

3 Ques.--Did you ever tell it to anybody till after Mr. Kesterson brought this suit. If you answer that you did state to whom? and myself.

Ans.--Yes, sir. As I recollect M.C. Brooks [^] talked about it before the suit was brought.

4 Ques.--Did you make any examination of the goods in the house the last time you were there before the fire for the purpose of ascertaining their value?

Ans.--No, I did not think anything about it, only just that the goods in the house seemed to look short to what they had been.

5 Ques.--What do you estimate to be the value of the dry goods in the store at that time?

Ans.--There was but a few dry goods in the shelves on one side of

the house. I did not make any particular estimate of them. I just made a statement a while ago about the whole stock. I never sold any goods, and might be mistaken about them

6 Ques.--You state in answer to one of the questions propounded to you that the stock seemed to be scarce, that you made a remark to Mr. Johnson that he was letting his stock of goods go down to what it was when Mr. Robinson was there and that he said "Yes, that he had let them run down right smart to what they had been? Was that the last time you were there?

Ans.--I think it was.

7 Ques.--Was any other person present; if so, whom?

Ans.--If there was I do not recollect it.

8 Ques.--You say you bought goods occasionally there. Where was your general place of trading?

Ans.--I had no particular place. Sometimes I traded at Ball & Snaveley's, sometimes at Mr. Richmond's and sometimes at Mr. Estep's, just anywhere I happened to be when I wanted anything, I would get it.

9 Ques.--How long before the 3rd day of October 1896 when you were in Mr. Richmond's store?

Ans.--I could not tell you; I was there very often along about there. I got my mail there.

10 Ques.--What was the value of his stock of goods on the day you were there last before the 3rd day of October, 1896? Give me your best estimate?

Obj.--Objected to because immaterial and irrelevant?

Pennington Bros. for defts

Ans.--He has a very large store house; sometimes he has a right smart stock, ~~and something~~ *very short in his stock* and sometimes he ~~was~~ *was* ~~nothing~~. He was like Mr. Johnson, sometimes he would let his stock run down, and sometimes he would have a right smart stock. At that time he might have had \$1000.00 or \$1200.00 worth of goods at that time.

11 Ques.--At the time you were at Mr. Kesterson's store, spoken of by you, was there not a bale of domestic, or the principal part of a bale of domestic on the counter?

Ans.--If there was I did not see it.

12 Ques.--You say you are acquainted with the store-house and you think \$100.00 would be its fair cash value. Now please state how you make up this estimation of value?

Ans.--It was out of very ordinary stuff and a very small building.

13 Ques.--You say it was a very small building. Give your estimate of its size?

Ans.--It looked to be about 14 or 16 feet wide, about thirty feet long, and about eight feet high, and there was a small side room. It was boxed and stipped. I think it was ceiled on the side where the shelves were, but I don't think the other side was ceiled. I think it was ciled overhead. The side room was about 10 by 20 and was not ceiled, it was just put up roughly.

14 Ques.--I suppose you base your opinion of the value of the house upon your opinion of its size, do you not?

Ans.--Not altogether, I base my opinion on the grade of lumber a good deal. It was a very cheap grade of lumber.

15 Ques.--Does the size of that building enter into your estimate of the value of that building or not?

Ans.--I think the house was worth about \$100.00. It is just like I said; I grade the lumber and take the size into consideration, and put the price at about \$100.00.

16 Ques.--Now suppose that said house was 20 feet broad, 40 feet long 10 feet high and ceiled all around and overhead, instead of being the size estimated by you as above, what would you consider its value?

Obj.--Objected to because (1) immaterial, and because the house described in the question does not describe the character of lumber used, the quality of covering, or the character of workmanship.

Pennington Bros. for defts.

Ans.--If it should have been that way, of course there might be \$25.00 more attached to it.

17 Ques.--You say in answer to a question that "About the time of the fire the stock did not look to be more than one-third the amount it was at the time Robinson was selling there, that at the time Robinson

sold there he had the shelves full and goods piled up on the counter. What was the value of said stock of goods at that time? And did Mr. Robinson keep his stock up to that amount all the time?

I stepped into the store

Ans.--I recollect at one time and said to Mr. Robinson a short time before he sold out to Kesterson "You seem to have a good many goods." He says: "Yes, I have just got in a lot of goods; I have now between \$1200.00 and \$1500.00 worth of goods in the house." He always seemed to have his ~~house~~ ^{stock} full when I would go there.

78 Ques.--Was the stock, at the time you have just spoken of, as full as you ever saw Robinson have it?

Ans.--It seemed to be as full as usual. He always had about as much as he could get in the house.

79 Ques.--I believe you are one of the defendants in this suit are you not?

Ans.--My wife is, I am not.

80 Ques.--How much stock did your wife take in the concern?

Ans.--I do not remember.

~~And further~~ And further this witness saith not.

Wit. claims 1 day and mi. \$1.78

A. N. Chip Nelson
mark

T.S. Snavelly, another witness of lawful age, being first duly sworn deposes as follows:

1 Ques.--State your name, age, residence, and occupation?

Ans.--Name, T.S. Snavelly; age, 47; residence, Ewing, Va.; occupation farming and teaching.

2 Ques.--Were you acquainted with the store-house and stock of goods formerly belonging to C.R. Kesterson, situated near Ewing, Va., which was consumed by fire about the 3rd of October, 1896?

Ans.--I was, I knew they were there, I traded there frequently, I generally when I went into the store took a glance at the stock of goods.

3 Ques.--How long previous to the fire was it that you were in the store-house?

Ans.--I can't tell definitely. It might have been a week or two

weeks. I lived in about 3/4 of a mile from said store.

4 Ques.--At the last time that you were in the house previous to the fire, what would you give as a fair cash value for said stock of goods then in the house?

Ans.--Having never been in the goods business, I do not know how to answer the question definitely. To a casual observer, taking the size of the house into consideration, just one story, and the cheapness of goods, it looks like a man ought to have bought such a stock of ~~good~~ goods for from \$500.00 to \$700.00 or \$800.00.

5 Ques.--About the time that Mr. Robinson sold out to Mr. Kesterson, were you in his store; and if you answer that you were, then state ~~he~~ that stock compared with, in value, the stock which Mr. Kesterson had on hands the last time you were in his store previous to the fire?

Ans.--I traded frequently with Robinson; it may have been several days before his sale to Kesterson that I was in the store. My remembrance is that the two stocks of goods were about the same with two exceptions. My remembrance is that at that time Mr. Robinson had a better line of dress goods ~~than~~ than Mr. Kesterson the last time I was in his store, this is the first exception. The next exception is, I think that when I was there the last time that Mr. Kesterson had a better line of boots and shoes than Mr. Robinson had.

6 Ques.--A few days before the fire, did not Mr. Johnson, the clerk, state to you that they had let the stock of goods run down considerably?

Ans.--Not a great while before the fire I stepped into the store and observed that the calicoes and dress goods in the shelves were rather lean, and said to Mr. Johnson, "You have been doing right well." He said that they had let the dress goods run down pretty low, and mean to run them down low before they bought a new lot. I was referring to the dress goods and so was he.

7 Ques.--What do you think is a fair cash value of the store house?

Ans.--I could not tell unless I knew its dimensions.

8 Ques.--Judging from the appearance of that house as you remember it, the character and quality of the workmanship, and material out of which it was constructed, what would you think from your observation of

the building would be a fair cash value of the store-house?

Ans.--It seems to me that such a house at the time that was built could have been built for \$100.00 or \$125.00 somewhere along there.

4 Ques.--How long had Robinson been selling goods there prior to the time he sold out to Kesterson?

Ans.--I think he moved there about the time they were grading the Railroad along there.

Cross-examination.

While said store house was standing, did you examine it with a view of estimating its value, or the cost of building it?

Ans.--I did not.

5 Ques.--In estimating the value of that house at \$125.00, what size did you estimate it to be?

Ans.--12 or 14 feet wide, 24 to 30 feet long, and about 10 feet high.

6 Ques.--If said house was really 40 feet long and 20 feet wide, your estimate of the cost of it would be considerably higher would it not?

Ans.--Of course it would.

7 Ques.--How much lumber would it take to build a house just like that was built, that is, if said house was 20 x40, 10 feet high, boxed, stripped, ceiled inside and overhead, with counter running down one side and across one end, and shelved on each side and on one end and partly shelved on the end that the door was in?

Ans.--I can't tell without figuring on it, which I have not done.

8 Ques.--Did you ever at any time, after Mr.Kesterson purchased said stock of goods, look at them with a view of estimating their value?

Ans.--I did not.

9 Ques.--I believe you say you never had any experience in merchandising?

Ans.--I only clerked in a store 37 days.

10 Ques.--The opinio which you have given to Mr.Pennington as to the value of said stock of goods the last time you visited the store before it was burned, is a mere guess on a very casual observation of the goods, as you saw them simply by going in the store, and, without mak-

ing any inventory, is it not?

Ans.--That is, of course, all it could be without making an inventory.

7 Ques.--Did any person ever apply to you to take insurance in this Association; if so, who was it?

Ans.--There was a man came to me and solicited me to take insurance in the concern. I do not know what his name was. He claimed to be the Agent.

8 Ques.--Did anybody else at any time say anything to you about insuring your property in said Association; if so, who was that?

Ans.--I do not remember definitely, but it occurs to me that S.E. Thompson mentioned it to me at one time, said he belonged to it, and thought it was a good thing.

9 Ques.--After Mr.Kesterson's store was burned, did any body ever come to you and make enquiry about the store, about the amount of goods that were in it at the time it was burned, about how the fire occurred; if so, state who it was?

Ans.--I do not remember at this time but one man that made any enquiry of that character, and that was James H.Graham, who came to my house along some time after the burning, I do not remember exactly when

Obj.--The foregoing question and answer thereto are objected to because it attempts to contradict a witness on an immaterial point and one who is not a part to this suit.

Pennington Bros.for defts

10 Ques.--On that occasion, did Mr.Graham represent that he was the Agent of said Association, and was investigating the matter for it?

Obj.--Objected to because it is nowhere shown that the said Graham was acted as the agent of said association or either of the defendants sued. So, therefore, any representations that he should have made would not be binding against any of the parties to this suit.

Pennington Bros for defts.

Ans.--I do not remember that he did.

11 Ques.--What did he say about it when he made the enquiry?

Ans.--He enquired more about Mr.Kesterson as a man and as a citizen than anything else about it. He came to my house late at night, and

left early the next morning. He was enquiring for C.N.Morgan, and I just presumed he was down on the election business as it was shortly before the election.

And further this deponent saith not.

*Witness claims 26 mi 1 da.
\$ 1.78*

J. S. Snavely

George S. Snavely, another witness, being duly sworn, deposes as follows:

1 Ques.--State your name, age, residence and occupation.

Ans.--Name, George S. Snavely; age, 40; residence, Ewing, Va.; occupation, merchandising.

✓ Ques.--How far do you live from where Mr. Kesterson sold goods, from where his store house was burned?

Ans.--About 1 1/2 miles, I suppose.

3 Ques.--How long previous to the burning of Mr. Kesterson's store was it that you were in his store house?

Ans.--About 8 or 10 days to my best recollection.

✓ Ques.--Did you notice the stock of goods that he had on hands when you were in the store last; if you answer that you did, then state whether or not he had a full or scant stock of goods?

Ans.--I noticed the goods; from the appearance of the shelves and the indications his stock was considerably run down.

5 Ques.--From your observation as a merchant, what would you place as a fair cash value upon the stock of goods when last you were in the store?

Ans.--About \$600.00 to put it full, in my opinion.

6 Ques.--Were you acquainted with the store when it was run by Mr. Robinson, and did you notice his stock of goods about the time that he sold out to M. Kesterson?

Ans.--I was and did.

7 Ques.--How did that stock of goods compare with the stock which Mr. Kesterson had when you were last in the store before the fire, in value?

Ans.--He had a much larger stock than Mr. Kesterson at the time I

was last in his store.

6 Ques.--If you were acquainted with the store house that was burned state what you think would have been at the time of the fire a fair cash value for said store house?

Obj.--Objected to because the value of said house was fixed by the agent taking the application and that value approved by the regularly elected and duly constituted Director for the District in which said house was located, after which approval, said Company or Association by its acts, empowered said agent to collect the premium on said valuation.

C.T.Duncan, for plaintiff.

Ans.--I think about \$100.00.

Cross-examination.

7 Ques.--Did you ever examine said house with a view of estimating its value?

Ans.--I never did.

8 Ques.--Then what are you governed by when you say you think the value of said house was only \$100.00?

Ans.--I knew about the size of the house; I had stayed there for Mr. Robinson while he was gone to market. I lived in about 300 yards of the house for one year, and traded with him some. I know I was afraid to sleep in it on account of the cracks, but ~~then~~ he afterwards made some improvement on it.

9 Ques.--Now state the size of the house if you know it, and if you do not, state the size you have estimated in giving your opinion of the value.

Ans.--I do not know just the size of the building, but I should give it as my best judgment that it was 12 or 14 by 26 or 28 feet, and about 10 feet high.

10 Ques.--Now if the house was 20 by 40, instead of 12 or 14 by 26 or 28, the value of the house and the cost of building would be proportionately greater, would it not?

Ans.--Yes.

11 Ques.--How many times were you at that store during the time that

Mr. Kesterson owned it and before it was burned?

Ans.--I have not any recollection as to the number of times.

6 Ques.--Do you have any recollection of being there but once, and that some 10 days or two weeks before the fire when you went after some goods that Mr. Kesterson or Mr. Johnson had brought for you?

Ans.--I had called there more than once. The last time, however, when I was there, was when I went after said goods.

7 Ques.--What day of the week was that on?

Ans.--Sunday morning.

8 Ques.--Were not the doors and windows shut and the house dark?

Ans.--I do not recollect about the windows; the door was open.

9 Ques.--On that occasion, did you make an examination of said goods with a view of ascertaining their value?

Ans.--No, sir.

10 Ques.--How long were you there

Ans.--I don't exactly remember, I might have been there an hour or a little longer. I had a right smart talk with Mr. Johnson.

11 Ques.--From the length of time you stayed there and such observation as you made of said goods while you were there, do you think that you could form as correct an estimate on the value of said stock as the man who was in charge of them, handling them every day, and who had bought them?

Ans.--I don't think I could.

Re-examination.

12 Ques.--Do you make up your opinion as to the value of the said store-house from the size of the same, measured in exact feet and inches, or upon your knowledge of the character of the building, its workmanship, and its appearance, be the size of it in feet and inches what it may?

Ans.--Just from the appearance and quality of the material it was made out of.

13 Ques.--How long have you been engaged in the mercantile business.

Ans.--8 years, same character as store run by Mr. Kesterson, that is a store of general merchandise.

And further this witness saith not.

Not claimed 1054

Geo. S. Snavely

C.W.Wynn, another witness of lawful age, being first duly sworn, deposes as follows:

1 Ques.--Are you one of the defendants in this cause?

Ans.--I am.

2 Ques.--State whether or not you ever made any application for membership in the Fire Association sometimes called the Lee Division of the Mutual Benefit Fire Association of Virginia? or authorized anyone to make such application for you?

Ans.--I did not.

3 Ques.--State whether you ever attended any meeting at the courthouse of this county or at any other place, of applicants in said association, held for the purpose of organization or otherwise?

Ans.--I never did.

4 Ques.--State whether or not anyone ever gave you a policy in such insuring your property Association against Fire, wind-storm, or lightning?

Ans.--No, sir.

5 Ques.--State whether or not you ever agreed or promised anyone to take membership in said Association.

Ans.--I never did.

6 Ques.--State whether you ever paid any premium to anyone or promised to pay to any one a premium for insurance in said Association.

Ans.--I never did.

~~Examination~~ Cross-examination.

7 Ques.--Did you ever have any conversation with any person about taking insurance in said Association?

Ans.--I talked to Mr.Morris.

8 Ques.--Did you sign any paper on that occasion?

Ans.--No, sir.

9 Ques.--When was it you talked to Mr.Morris?

Ans.--I do not remember just exactly the time, but it was about two years ago, I guess.

10 Ques.--Do you know whether your father signed any paper for you?

Ans.--Not that I know of he did not.

And further witness does not say.

C.W.Wynn

Harvey Young, another witness of lawful age, being first duly sworn, deposes as follows:

/ Ques.--Are you one of the defendants in this cause?

Ans.--Yes, sir.

Ques.--Did you ever sign any application in a fire assurance association being gotten up in this county by Morris, Dickson and Rutledge If so ~~ANXXXX~~ state the circumstances under which you made such application, and why you made it?

Ans.--If I signed anything, I do not remember it, and I do not remember whether I signed anything at all. I signed the paper which you have handed me, which is marked "W.E.W.No.75". ~~XXXX~~ They represented that they had a charter, and that they were going to organize what they called a Lee Division of the Company, that is Rutledge did, he was the man that talked to me. I asked him if he had a charter and he said he had. I afterwards searched the Acts of Assembly for the year previous when he said they had gotten their charter, and found none. They represented that when they got \$100,000 subscribed that they would then be ready to organize.

3 Ques.--~~XXXXXXXXXXXXXXXXXXXX~~ Would you have made application for membership in the concern they were getting up, had you have thought there was an idea of partnership in it, or that you would, in becoming a member thereof, be held liable as a partners therein?

Ans.--I would not, because I asked him if any delinquents or insolvents should occur in the assessment would I have to become responsible for the failure of anybody else, and he said, positively, not.

4 Ques.--Was there any meeting of any of the applicants in said Association; if so, when and where held?

Ans.--There was a meeting here at the court-house on the 24th day of Aug. 1896, I reckon it was, that is all the meeting I knew anything about.

5 Ques.--What was the object of that meeting if you know?

Ans.--If I understood it, it was to organize that Lee Division, at first.

6 Ques.--At whose instance did you come to that meeting?

Ans.--Mr. Rutledge dropped me a card and told me ~~xxxx~~ in it to come to the meeting. I came on that notice.

7 Ques.--State whether or not there was an organization of the Lee Division of the Mutual Benefit Fire Association of Virginia perfected at said meeting, held at the cou t-house on the 24th day of August 1896. If you say there ~~was~~ was not a perfection of said organization, tell what was wanting in the perfection of said organization.

Obj.--The foregoing question and any answer thereto are objected to. As to whether said organization was perfected is a question of law, to be decided by the court upon an ascertainment of the facts of that meeting, and the answer to this question is at most only the opinion of the witness, which is neither admissible nor material.

C.T.Duncan for plaintiff.

Ans.--There was not. After they had got together and those three agents had recommended and appointed certain officers, it was found that they did not have the amount that they claimed to have, and they asked further time to get up the amount, and agreed to meet on the first day of the next County Court and have that amount and were authorized to go still further. My understanding was that they were ^{to have the privilege} to get \$125,000, and were to have all the premiums up to \$100,000 and one-half of the premiums on the last \$25,000. That was their proposition, that they would do that, I do not know who authorized them. I believe it was just an open proposition of one of them, Dickson probably. And then they were to turn the whole matter over to the Company and to James H. Graham as General Agent, and was then to send and get a copy of the charter and \$25.00 worth of literature and were to turn that over to the Company. I came down here on the first day of the next term of the court and saw nor heard nothing of these men, but it was reported they had left the county. That is the last meeting I recollect being about or having anything ^{do} to with during the whole affair.

8 Ques.--At what time, if you remember, were the County Courts held in each month?

Ans.--3rd Monday in each month, I think.

9 Ques.--At said meeting, how much did said agents represent having up?

Ans.--At first ~~they represented to have~~ my understanding was that they had \$100,000 because they told me they could not organize until they did have that amount. In the meeting some one, I think C.M. or J. H. Graham asked how much they had up. They said they had about \$90,000. Somebody got up a question about organizing until they got up what they said, the \$100,000. And they said that they would go and get it up. Then somebody raised a question about some of them putting in their property at an excessive rate, and or over-value. Then the agent said for W.S. Coldiron and F.K. Wilson to go around and scale the property down to its real value before anybody would be bound, I mean that certain parties were appointed over the county to assess the property at its proper value and that Coldiron and Wilson were the only two men that I remember, as they were in my end of the County. Dickson ~~hansen~~ answer to the question of certain property being put in too high said ~~in answer to the question~~ that no one would be bound anyway until the organization was completed, and that the property could be scaled down to its real value by the time the organization was completed.

10 Ques.--Were you or anyone else to be bound, or willing to be bound by what was done at said meeting held on Aug. 24th 1896, until \$100,000 worth of applications was gotten up by said agents?

Ans.--No.

11 Ques.--Were you present in any meeting in the town of Jonesville after Mr. Kesterson's house was burned, and in which meeting was present B.F. Kincaid, W.E. Wynn, C.M. Graham, J.H. Gagan, J.M. Wheeler and several others, and in which meeting Mr. Kesterson's matter was talked over, and did that meeting appoint a Committee for the purpose of adjusting Mr. Kesterson's losses?

Ans.--I never was, and there was no Committee appointed.

12 Ques.--Were you ever at such a meeting at any place?

Ans.--I never was.

Cross-examination.

13 Ques.--Were you ever at Mr. Wynn's Office in the Town of Jonesville when any persons were present who were in the meeting held here on the 24th day of Aug. 1896, when the fact of Mr. Kesterson's house being burned

was being discussed?

Ans.--I have no recollection of it.

2 Ques.--Were you here at the Nov. Term of the County Court 1896?

Ans.--I do not recollect whether I was or not.

3 Ques.--You state in answer to a question propounded to you in your examination in chief that M. Rutledge represented that he had a charter, that you searched for the year preceding and could not find it. When did you make that search?

Ans.--After Kesterson brought suit.

4 Ques.--Did you take any steps whatever up to the time the meeting was held here on the 24th day of Aug. 1896, or at that meeting to ascertain whether or not the Association which Rutledge and the other agents claimed to represent was legally incorporated?

Ans.--Nothing only what I interrogated Rutledge on. I asked him about it twice and he told me that it was chartered, that the head office was in Richmond, and that each County was forming a branch organization.

5 Ques.--Did you receive a policy, signed by Mr. Kincaid as Pres. of the Lee Division; if so, state when you received it.

Ans.--I do not know whether I got one or not. I looked the other day to see if I had one, and could not find it.

6 Ques.--Did you pay any premium? If so, to whom and when?

Ans.--I paid \$8.75 to Rutledge, but I do not recollect the date. It was before the meeting in Aug.

7 Ques.--If the Company never organized, and the amount which you state the agent Rutledge represented was necessary to perfecting the organization was never raised, what was to go with your money which you paid to said agent?

Ans.--I do not know what, there was nothing said about it. I supposed that they would get up the amount, and make it a benefit to us. I never took the opposite view until I came and found that the Agents were gone and the money with them.

8 Ques.--What was the first thing done when you met here on the 24th day of August, 1896?

Ans.--I do not know that I recollect. I believe that when I went into the meeting Dickson was up making some kind of a speech about the

matter. No one was presiding. Then I think Dickson said that he had selected Mr. Kincaid as the President of the Company. Mr. Kincaid after, I think, presided over the meeting. I think may be he took the vote on something.

9 Ques.--Did you make any motions in said meeting; if so, state what they were?

Ans.--Yes, I made one motion. Dickson, Morris, and or Rutledge, I do not remember which, made some motion, I do not remember what it was, and nobody seconded it, and the thing seemed to be hung up. Then I made the motion that their motion be put without a second, which was done.

10 Ques.--Did you not move, in that meeting, that each District, or the applicants from each Dist. select their own Directors, or name their own Directors and was that not agreed to by the meeting?

Ans.--I might have done that, I don't say I didn't, but I did not understand that they were to be called Directors.

11 Ques.--You state that your understanding was that, at the time of the commencement of the meeting, that they had \$100,000., that afterwards it developed in the meeting that they only had about \$90,000 or about that sum. Did the meeting take any steps to verify the amount of applications which these agents had or did the meeting simply take their word for it?

Ans.--So far as I know the meeting took their word for it.

The further taking of these depositions is adjourned until tomorrow morning, at 8 o'clock, same place. This Oct. 27th 1898.

8/2

W. A. Baker J.P.

Met pursuant to adjournment, at the office of Pennington Bros. in Jonesville, Virginia, on the 28th day of October, 1898, at 8 o'clock.

W. A. Baker, J.P.

12 Ques.--In answer to a question in your examination in chief you say that you, nor no one else was willing to be bound by what was done

by said meeting, held on Aug. 24th 1896, until \$100,000 worth of applications was gotten up by said agents. Was there any such a resolution as that offered, adopted by said meeting, and made a matter of record in its minutes?

Ans.--There was not to my recollection. They only claimed that their charter forbade them organizing with less than that.

13 Ques.--Did said meeting, by resolution or otherwise, provide for public notice to be given to persons who were already applicants and who were not present on that day, or to other persons who might become applicants, that the organization of the Lee Division of the Mutual Benefit Association of Virginia, had not been completed, and that if person took policies signed by its president and paid their premiums, they would not be protected till said organization was completed?

Ans.--I don not recollect that there was anything said about it in any way.

14 Ques.--~~XXXXXXXXXXXX~~ I now read you from page 2 in the deposition of C.M.Graham, the names of persons recollected by him to have been present and participating in said meeting of the 24th day of Aug. 1896, and will ask you name any others which you remember to have been present and not named by Mr.Graham?

Ans.--It seems to me, though I am not certain, that P.H.Reason was here. I also think V.R.Astrop was here. It has been a long time and most of the defendants are strangers to me and there was no particular thing occurred to impress his presence upon my mind.

15 Ques.--You state that no Committee was ever appointed. I suppose you meant, so far as you know there was not, do you not?

Ans.--That's it, Yes sir.

16 Ques.--Do you know how or when B.F.Kincaid, Josephus Grabeel, and V.G.Bales were authorized to meet and have a conference with Mr.Kesterson at Walnut Hill?

Ans.--I do not.

17 Ques.--Did not said Agents, on the 24th day of Aug. 1896, claim that they had the right to raise the applications to a sum much above a hundred thousand dollars, and did not said meeting of applicants insist that after they had elected their agent for the county that they

could take applications through said agent as well as through the agent that had been getting up said concern, and that in that way the premiums would all be kept in the county association?

Ans.--Said agents did claim the right to get up more than \$100,000 ~~and I think the next time I heard~~ I heard nothing of the applicants insisting that after they had elected their agent for the county that they could take applicants through him and thereby keep all the premiums in the County Association. The understanding was that these promoters were to go out and raise the \$100,000 and an additional \$25,000 and report ^{the meeting at} to the next court. They were to have half of the premiums on the last \$25,000.

18 Ques.--Was there any meeting held at the next term of the court thereafter for said agents to report to?

Ans.--We come prepared to meet, but did not find our men here. There was no meeting.

19 Ques.--Do you know the amount of applications taken by said agents ~~and~~ after the 24th day of Aug. 1896 and before the first day of the term of the court and turned in to the Secretary and Treasurer?

Ans.--I do not, I know nothing of their actions after that day.

20 Ques.--On the 24th day of August, 1896, did you see any policies signed up by Mr. Kincaid?

Ans.--I do not know whether I did or not. If there was anything signed up it was after I left the house.

21 Ques.--On a court day, here in Jonesville, after Mr. Kesterson's fire, did you not have a talk with Mr. Kesterson about the adjustment of his losses; and in that conversation did you not tell him that you were in favor of the Company settling up his losses and then disbanding or words to that effect?

Obj.--Objected to because anything Mr. Young should have said to Mr. Kesterson would not be evidence against any of the defendants in this cause unless it is shown that he had authority to bind them, and made in the presence of the defendants or some of them. And further because the question propounded infers, if such conversation was had, a compromise.

Ans.--I never talked to Mr. Kesterson about the matter on any Court day. I never talk to the opposite party when I am expecting a law ~~suit~~ suit.

22 Ques.--Were you expecting a law-suit as soon as you heard that Mr. Kesterson's house was burned; if so, why did you expect it?

Ans.--I did not expect a law suit until I came here to a court. I was so informed on that day

23 Ques.--Give the date when you received the information that Mr. Kesterson was going to bring suit?

Ans.--I can't give the date; I was here at town and it was talked among some of the people that he was going to bring suit.

24 Ques.--Who informed you that he was going to bring suit?

Ans.--I do not recollect.

25 Ques.--State as nearly as you can how long you received that information before he did bring his suit at law against the Company?

Ans.--When I came here to court they said that he had gone down to see Fridenore and Duncan to bring suit. I don't know how long after that until the suit was brought. And that is the first time I saw Mr. Kesterson after the fire, was when I came here and was informed that he had gone down to see Fridenore and Duncan to bring suit.

Re-examination.

1 Ques.--You say you paid your premium on your application for a policy to the agent, Rutledge, Please state when you paid the same?

Ans.--It was when I made the application and before the meeting.

2 Ques.--You say on page 46 of your cross-examination you heard nothing of the applicants insisting that after they had elected their agent for the County that they could take applications through him and thereby keep all premiums in the County Association. Did you hear what occurred at that meeting? And if such had occurred, would you have remembered it, do you think?

Ans.--I heard what occurred at the meeting, I was at the meeting. I think I would have heard it if it had been talked of. And I think if such had occurred, I would have remembered it.

And further this witness saith not.

Harvey Young

M.D.L.Grabeel, another witness of lawful age, being first duly sworn, deposes as follows:

1 Ques.--State your name, age, residence and occupation?

Ans.--Name, M.D.L.Grabeel; age, 38 years; residence, Caylor, Lee County, Virginia; occupation, farming.

2 Ques.--Were you acquainted with the store-house of the plaintiff in this cause which was burned about the 1st of October 1896?

Ans.--I was.

3 Ques.--How near did you live to said store and how long had you been living there before it was burned?

Ans.--I lived about a mile from it, and had been living there about four years at that time.

4 Ques.--Have you made any measurements of the dimensions of said store-house; if so, state when, and how, and what its dimensions were?

Ans.--I have, it was before one of the trials that I estimated it. I mean one of the trials of the case of Kesterson against the Mutual Benefit Association of Virginia, in which I was summoned as a witness. It was after the fire, and I stepped it off where the sills had been. I could tell where they had been. According to my stepping it was about 28 feet long and 14 feet wide. There was a lumber room to the west side which I think was about 8 feet wide and 20 feet long. I do not remember that I stepped the length of the lumber room, but that is just my estimate from observation.

5 Ques.--Before said house was burned, had you noticed the character of lumber in it, how it had been built, and the workmanship thereon?

Ans.--I noticed it in the way a fellow would in passing in and out about and around the house. It was a cheap house, boxed up out of un-dressed lumber, ordinary job of workmanship, covered with boards, and I think it was ceiled ~~xxx~~ on one side and overhead, don't know about the other side.

6 Ques.--From what you recollect from the character and construction of said house together with the little side room attached thereto, and being of the dimensions of which you speak, what do you think it could be constructed for along about the first of October, 1896?

Ans.--I think \$75.00 would put it up.

cross-examination.

1 Ques.--What was the height of that house?

Ans.--I guess, 8 feet, but it might have been ten, I don't know.

2 Ques.--If the house was 28 feet long, 14 feet broad, 10 feet high stripped, floored, countered, shelved, and ceiled all around and overhead, how much lumber would there be in it.

Ans.--3500 feet, I guess, would cover it.

3 Ques.--How much would it take to box it?

Ans.--840 feet.

4 Ques.--In that calculation have you made any estimate at all for loss or for the gable ends; if so how much?

Ans.--No.

5 Ques.--Now how much ought to be allowed for loss and to box up the gable ends?

Ans.--140 feet, I guess.

6 Ques.--Now give me the amount it would take to floor and ceil it?

Ans.--2030 feet. In making this calculation I added one fourth for loss.

7 Ques.--Now what would you estimate for shelves on one end and both sides and to make the counter on one side and one end?

Ans.--180 feet for counter and 225 feet for shelving.

8 Ques.--How much for sleepers, joists?

Ans.--350 feet for sleepers, and 210 for joists.

9 Ques.--Now that makes about 4000 feet, does it not, ~~xxxx~~ outside of rafters, plates, boxing under the eave, sheeting, and all the lumber that was in the house on the west side, and sills?

Ans.--Yes.

10 Ques.--Now then, if you were to add for these things it would double your estimate, would it not?

Ans.--I think not, but we can count and see.

11 Ques.--Now state, then how much lumber it would take to make the sills, the rafters, the sheeting for the big house, and also the amount of lumber it would take to build the small house as it was built?

Ans.--I think it would take probably 2500 feet more, than 3500.

12 Ques.--What kind of lumber was that house built of?

Ans.--Poplar, I think.

13 Ques.--What would poplar lumber delivered at that place have been worth in 1896?

Ans.--\$1.00 per hundred feet would be pretty high.

14 Ques.--How many boards were on said house and what were they worth

Ans.--I guess 1800, worth 25 cents per hundred.

15 Ques.--Take that place with your knowledge of it and the distance it was from timber in 1896, could you have gotten the boards hauled for 25 cts. if they were given you in the woods.

Ans.--Yes, hauled and made.

16 Ques.--How near is the nearest point you could have gotten them hauled from by going a public road?

Ans.--1 1/2 or 2 miles.

17 Ques.--Now all the lumber and boards being furnished on the ground what would it have been worth to have built said house, furnishing the nails, glass, sash and doors?

Ans.--25 dollars, I guess.

18 Ques.--Are you related to any of the defendants in this case; if so, state whom?

Ans.--I am the son of Josephus Grabeel. V.P. and J.G. Carter are my uncles. F.A. Munsey is also my uncle.

19 Ques.--You have been taking ^{interest in} right smart of the defense, have you not, hunting up witnesses &c.?

Ans.--No.

20 Ques.--Who was present when you stepped the house in order to ascertain the dimensions of it?

Ans.--No one.

21 Ques.--Did you notify Mr. Kesterson before you went there that you was going there to step it and try to ascertain its size, and invite him to go with you?

Ans.--No.

22 Ques.--Since you have come here this morning havn't the deposition

of A.N.Nelson, George Snavely, giving their estimate of the value of the house been furnished and read to you by Mr.Kincaid?

Ans.--No, sir.

Re-examination.

Ques.--In making up your price per hundred feet on lumber delivered where said store-house was burned, state whether or not you did not make you estimate upon the basis of new lumber?

Ans.--Yes, I did; I made it on the basis of new lumber.

Re-cross-examination.

Ques.--I will ask you in making up your estimate of said lumber if you did not also make your estimate as it is was all culls; if you did not, state how much you estimated to be first, how much second, how much saps and common, and how much culls.

Ans.--Saps commons and culls is what I estimated it to be.

And further this witness saith not.

clearance \$1.78

M. D. L. Grabel

The further taking of these depositions is adjourned until the 1st day of November, 1896, at same place.

M. A. Baker J.P.

Met pursuant to adjournment, at the Office of Pennington Bros, in Jonesville, Virginia, on the 1st day of November, 1898, to be read as evidence in behalf of the defendants.

M. A. Baker J.P.

Present, C.T.Duncan for plaintiff and P.L.Pennington for defts.

B.F.Kincaid, being duly sworn, deposes as follows:

Ques.1.--On page 68 of the deposition taken in behalf of the plaintiff John Soson, in his deposition, states in answer to a question propounded to him by plaintiff's counsel, that he was at Mr.Kesterson's on Sunday evening (before the fire) and Mr.Kincaid came there and was talking about the Insurance Company. He said that he thought it was the best thing for the County that had ever been, and advised Kesterson to get every body into it that he could. He said that he was elected Pres

ident and that Mr. Wynn was elected Secretary and Treasurer. Now please state whether or not you used any such language to Mr. Kesterson in the presence of Mr. Susong at that place, or anywhere else?

Ans.--I did not. I said to Mr. Kesterson that I was elected so-called President and Bill Wynn, so-called Secretary and Treasurer, and we had met to organize, and Dickson represented to have \$92,000, and he was to get up \$100,000 before we could organize and he would be back the next court and complete the organization and put us in running order, & bring us our literature.

2 Ques.--On page 21 of the depositions taken for the plaintiff, in the deposition of C. F. Kesterson, in answer to this question propounded by the plaintiff's counsel: "When you refused to take the one-half of the \$1243.00, which said Committee estimated as your losses, what did they say to your refusal?", in answer to which question Mr. Kincaid states: "Mr. Kincaid and Mr. Grabeel said that if I did not take that they would try to beat me out of the whole thing, and that I would not get anything. Mr. Grabeel said that he would make me look mighty little over the house." Did you or Mr. Grabeel in your presence make any such statement to Mr. Kesterson?

Ans.--I did not, nor Mr. Grabeel did not in my presence. Mr. Grabeel asked him what he put in the house in at, and he said at \$500.00. Mr. Grabeel told him that that was too high, and that he would make him look little about ~~about~~ putting it in at \$500.00, or something of that kind but neither of us said anything about trying to beat him out of anything.

3 Ques.--On the day that you were talking to Mr. Kesterson at Walnut Hill, who furnished you with the figures by which you, or some of you, that day ascertained Mr. Kesterson's loss to be \$1243.00?

Ans.--Mr. Kesterson furnished a paper with the figures on it.

4 Ques.--On that day did Mr. Kesterson state to you or in your presence that he had let his stock of goods run down?

Ans.--He said he had let them run down \$300.00 or \$400.00.

5 Ques.--Did you ever measure the store-house of Kesterson that was burned, or measure the place where it set; if you did, give the dimensions as near as you can remember them?

Ans.--I measured the place after the fire. I measured by where

the coals had fallen down. The store-house was 14 feet wide at the south end and thirty feet long, the north end including the lumber room was 24 feet ~~xxxx~~ wide. The lumber ~~xxx~~ room was 20 feet long and eight feet wide. I might have made a mistake as I could only measure from the appearance of the ground where the house had stood, by the coals, and I might be a foot or two wrong in the lumber room.

~~Quere~~ Cross-examination.

Ques.1.--When did you make the measurements of the ground where said house had stood?

Ans.--Soon after Mr.Kesterson employed counsel to sue the Company.

✓ Ques.--What did you measure it with?

Ans.--A piece of scantling.

3 Ques.--How did you ascertain the length of the scantling?

Ans.--By my hands, which I have tried at different times to be a foot on the square.

4 Ques.--Are your hands including your thumbs just exactly a foot wide?

Ans.--Not quite.

5 Ques.--How much do they like?

Ans.--About an eighth of an inch

6 Ques.--How did you ascertain on the occasion you measured that scantling with your hands the exact amount that your hands when spread out lacked of making a foot, did you have something there to measure it or did you just guess at it?

Ans.--I guessed at it.

7 Ques.--Who was present when you made that measurement?

Ans.--I don't remember.

8 Ques.--Did you notify Mr.Kesterson that you were oin to be there to measure it so he would be there with you?

Ans.--I did not.

9 Ques.--You state in answer to a question propounded to you, in your examination in chief, that you did not tell Mr.Kesterson that if he did not take one-half of the \$1243.00 that you would try to knock him out of all. Please state what Mr.Kesterson said to you in reference to the proposition to pay him one half of the \$1243.00?

Ans.--He said he would not take that. He flew off and said you "can't settle it for less than \$1500.00" or something of that sort.

10 Ques.--Did he not use this language to you: "If you owe me \$1245 00 you don't owe me one-half of it, and I will accept nothing less than the whole amount" or words to that effect?

Ans.--He did not.

11 Ques.--What answer, if any, did you make to Mr. Kesterson when he refused to accept your proposition?

Ans.--I don't remember anything more was said by me at that time. I don't remember any of them saying anything more, though they might have done so.

12 Ques.--How come you, Grabeel, and Bales to go there on that day, did you go on your own motion, or how?

Ans.--I went on my own motion, and how come the others to go I do not know just now.

13 Ques.--Where did you three get together?

Ans.--I do not remember at present.

14 Ques.--When you went down there on that day, did you not expect to meet Mr. Grabeel and Mr. Bales there?

Ans.--I did.

15 Ques.--How come you to expect to meet them there?

Ans.--Somebody had told me they would be there, I do not know who it was.

16 Ques.--State your best impression?

Ans.--I haven't any.

17 Ques.--You state that you did not use, in the presence of Mr. Susong, at Mr. Kesterson's house, or any place else the language attributed to you by Mr. Susong. Please state if you were at Kesterson's house at anytime, after the meeting held here on the 24th day of August, 1896; or if so state how long it was after the said meeting?

Ans.--I was at Mr. Kesterson's house, but I don't remember how long after the meeting.

18 Ques.--Who was present when you were there on that day?

Ans.--Mr. Kesterson, J.M. Wheeler, and myself, and I don't recollect that Mr. Susong being there, but I don't remember seeing him. I at

so remember Mrs. Kesterson and Mrs. J. M. Wheeler being there.

19 Ques.--You state that on that occasion you told Mr. Kesterson you was elected "so-called" President and that Mr. Wynn was elected "so-called" Secretary and Treasurer. How come you to style yourself and Mr. Wynn "so-called" officers?

Ans.--It was because we considered ourselves not organized, and I was not permanently elected, and I could not have said I was President until the thing was complete and the 100,000 made up.

20 Ques.--In signing up said policies, on the 24th day of August, 18-96, did you style yourself "President" or "so-called President"?

Obj.--This question is objected to because the papers themselves are the best evidence of what they contain?

Ans.--I signed my name as President, just because they told me to do so in order to forward the thing along.

21 Ques.--Did you not, on the day and at the time you signed said policies, know as well your relation to that Company as an officer as you did on the day you were talking to Mr. Kesterson when you styled yourself "so-called President"?

Ans.--I had no time to think about the matter, we went into the court house there and I signed them at the direction of the agent. It was understood that I was to be the President when he came back in 30 days when we got organized.

And further this witness saith not.

B. F. Kincaid

W. S. Robinson, another witness of lawful age, being first duly sworn, deposes as follows:

1 Ques.--State your name, age, residence, and occupation?

Ans.--Name, W. S. Robinson; age, 39; residence, Shawanee, Tenn.; Occupation, merchant and farmer.

2 Ques.--Please state how long you have been in the mercantile business about?

Ans.--About 11 years.

3 Ques.--Did you ever sell goods at the place where C. E. Kesterson's store-house and stock of goods was burned?

Ans.--I did, I sold out to him.

4 Ques.--What was the amount of goods which you sold to him?

Ans.--\$1155. and some cents. I do not remember the cents.

5 Ques.--Did you build the store-house which you sold to Mr. Kesterson?

Ans.--I did.

6 Ques.--Please give the dimensions of the house?

Ans.--The first house I built was 14 x 16, with a lumber room attached 9 x 16. I afterwards I added to the main building 15 feet on the south end. When it was all to ether ~~xxxxxx~~ the building was 31 feet long and 14 feet wide, and the lumber room was 16 feet long and 9 feet wide. It was 7 1/2 or 8 feet high.

7 Ques.--State as near as you can the width of the main building on the inside?

Ans.--About 13 feet and 4 inches.

8 Ques.--Please state of what kind of material the said building was constructed?

Ans.--The sills, as I remembers, and also the sleepers were hewn chestnut and oak poles. The rafters in the first building put up were 2 x 4 sawed, in the lumber room poles, and in the last addition they were sawed 2 x 4. The boxing was rough, I think. It was covered with 2-foot boards, I think. The floor was rough poplar, and the ceiling was dressed poplar. The lumber room was not ceiled. The building was not painted.

9 Ques.--State as near as you can the value of the said house at the time that you sold it to Mr. Kesterson, and at the time of the fire?

Ans.--I had not seen the building for 5 or 6 months at the time of the fire. I don't know what it was worth at the time I sold it to Mr. Kesterson, I would think it was worth about \$125.00.

10 Ques.--Would \$1500.00 worth of goods, of the kind ordinarily kept in that store, have pretty well filled the store-house, so as to have been convenient to handle?

Ans.--From about \$1300 to \$1500 was about what I generally carried in the store. I kept the house toberably well filled.

11 Ques.--Could you not have taken \$800 to \$900.00 in cash and bought as good or better stock of goods than you had on hands at the date of

your sale to Kesterson?

Obj.--Objected to because leading, because it seeks for an opinion, and because the value of the goods then on hands is shown by the inventory which is the best evidence of their value.

C.T.Duncan for plaintiff.

Ans.--I don't know that I could with \$800.00 or \$900.00, but I probably might have with \$1000.00.

~~QUEEN~~ Cross-examination.

1 Ques.-- What was the terms upon which you sold to Mr. Kesterson, I mean did you sell at first cost or ~~with~~ at first cost with a per cent added?

Ans. I sold at first or original cost in Knoxville, that was my intent in

Ques. What was the total invoice of all the goods wares and merchandise sold by you to Mr. Kesterson, including corn and all kinds of produce ~~with~~ which you sold to him?

Ans.--The inventory of the goods, as before stated, amounted to \$1185. and some cents, but I do not remember the amount of the corn, it was sold in different lots.

2 Ques.--By way of refreshing your memory, I will ask you if the whole inventory of the store which you sold him at that time did not amount to about \$1375.00?

Ans.--If you mean adding the corn to the goods, it amounts to something near that. I do not remember the exact amount of corn was at the store. The Henry Purate corn amounts to a little over \$130.00 and I remember another item of corn of \$9.10, and this is all that I remember. I know I had a right smart of shelled corn on hands.

3 Ques.--You state that you built and had built the said store-house. State when you had it built, and if you know the amount it cost you to built it, outside of your own labor, please state it?

Ans.--It had been built about 6 years when I sold to Kesterson. I do not know what it cost to build it.

4 Ques.--Was the lumber of which you built the house good or otherwise?

Ans.--It was good rough lumber.

And further it is witness saith not.

Wit. Claims \$2.50 - Pd. by Defto.

W. S. Robinson

W.S. Robinson, being recalled by R.L. Pennington for the defendants, deposes as follows:

1 Ques.--Please state whether or not the goods which you sold to C. R. Kesterson were a new or old stock of goods, and whether or not there among the invoice few or several remnants? and in this connection state how long you done business at this place?

Ans.--It was an old stock to a great extent, and there were several remnants. I had done business there about 6 years.

2 Ques.--Was there not included in the invoice a number of old second hand clothing that had been picked over and culled from a considerable bill which was invoiced to Mr. Kesterson at from 75 to 100 dollars, but which was practically of no value?

Ans.--I think there was \$70.00 of clothing, and in that amount there was some, I do not remember how much, pawn-brokers clothing; I think the most of it was pawn-brokers clothing. It was a ~~much~~ good deal culls.

~~Quinn~~ Cross-examination.

1 Ques.--You state that said stock of goods was an old stock, and that there was a good ~~many~~ many remnants. Please state whether or not said stock of goods [?] was a good merchantable stock at the time you sold it?

Ans.--I could not say that they all was.

2 Ques.--How much remnants was there in said stock?

Ans.--I guess about one third in short lots and short ends.

3 Ques.--was there any goods among those remnants that you had been selling at any time before your sale to Kesterson at less than original cost in the market? If so, please state what it was, and whether or not there was any of that class of goods left and sold by you to Mr. Kesterson?

Ans.--I think there was some pawn broken clothing, and now and then I would sell a short piece of calico and sell it for less than costs. And now and then I would come across a pair of shoes that had a bad place in then, or a hat the same way, and sell them for less than cost, and I do yet. I think there was some such goods sold by me to

Mr. Kesterson.

4 Ques.--A merchant pursuing the course which you have just described as pursued by you; of selling remnants at less than costs, does not usually have many remnants on hands does he?

Obj.--The foregoing question and any answer thereto is objected to because it does not ask for facts relative to the case in question, but of things in general.

R.L. Pennington for Defts.

Ans.--If a merchant should sell goods for six years at a place and not have any auction sale, he would have just lots of remnants on hands at least one third.

5 Ques.--Was the stock of goods sold by you to Mr. Kesterson worth on the day you made said sale what you sold them to him for?

Ans.--No sir, I did not consider that they were worth it, neither could I have cashed them for it, I don't think.

6 Ques.--Did you represent them to him to be a good, merchantable stock of goods or as a damaged stock?

Obj.--The foregoing question is objected to because immaterial and irrelevant. R.L. Pennington for defendants.

Ans.--I do not remember how I represented them to him, but I was trading then and I am on my oath now.

7 Ques.--Do you act upon a different principle when you are trading and swearing?

Obj.--Objected to because immaterial and irrelevant.

R.L. Pennington for Defendants.

Ans.--I do not know that I act on a different principle. In a trade if I can cheat a man with his eyes open, I am going to do it. When I swear, I am going to swear the truth, if I know it. I always make the best trade I can.

8 Ques.--In order to make a good trade, will you misrepresent the quality of an article, or tell an untruth in regard to it?

Obj.--Objected to because immaterial and foreign to the case at issue.

R.L. Pennington for defts.

Ans.--No, sir, I don't think ^{in one respect} I would misrepresent an article; in another respect I might exaggerate as to some of the qualities in makin

ing a big trade.

7 Ques.--What was the per cent on first cost of your stock of goods for boxing, freight, drayage, and hauling from the depot to your store?

Ans.--I think generally about 5 per cent.

Re-examination.

(x) Ques.--When you sold the stock of goods to Kesterson, he examined them, did he not?

Ans.--Yes, sir, he had been there at different times.

Re-cross-examination.

7 Ques.--Did anybody help invoice said stock of goods; if so, whom?

Ans.--ARCH Kesterson and a gentleman by the name of Johnson, and C.P. Kesterson.

~~Ques.~~ And further this deponent saith not.

W. S. Robinson

Virginia, Lee County, to wit:

I, W.A. Baker, a Justice of the Peace in and for said County, in the state of Virginia, do certify that the foregoing depositions of G.M. Graham, J.H. Graham, Josephus Grabeel, A.N. Nelson, T.S. Snavelly, George S. ~~Sn~~ Snavelly, C.W. Wynn, Harvey Youn, M.D.L. Grabeel, E.T. Kincaid, and W.S. Robinson were duly taken and sworn to before me at the times and place and for the purposes mentioned therein.

Given under my hand this the 1st day of November, 1898.

W. A. Baker, J.P.

C. R. Kesterson

vs. Z. Lee Chey.

B. F. Kincaid et al.

Depositions of
C. M. Graham, J. H.
Graham, Josephus
Grabel, A. N. Nelson
J. S. Suavey, George S.
Suavey, C. W. Wyman
Harvey Young, M. D.
L. Grabel, B. F. Kin-
caid and W. S. Robin-
son.

Costs:

J. P.	\$18.00
J. H. Graham	10
A. N. Nelson	1.78
J. S. Suavey	1.78
G. S. Suavey	1.54
M. D. L. Grabel	1.78
W. S. Robinson	2.50
	\$27.88

C. R. Peterson Off.

vs

B. F. Hincaid et al, Dfts } In Chancery,

Virginia, Lee County, to wit:

I A. B. Munsey Clerk of
the Circuit-Court for the County and
state aforesaid, do hereby certify
that B. S. Gibson and J. N. Gibson
personally appeared before me
and made oath in due form of law,
that there is no such partnership
composed of the persons mentioned
in the said plaintiff's bill in the above
styled cause, under the firm name
and style of "The Lee Division of the
Mutual Benefit-Association for Lee County
Virginia", and that they are not
members with said persons, or with
any or either of them of such so-called
or any partnership whatsoever as
alleged by the said plaintiff in
his said bill. Given under
my hand this the 9th day of
June 1898.

A B Munsey Clerk

C. R. Peterson
vs { Affidavit of
J. N. Gibson
B. J. McCandless.

11
A

C. N. Hesterson Off
vs
B. F. Hincaid et al Offs } In Chancery,

Virginia, Lee County Court:—

I C. W. Nash a justice of the peace for the County and state aforesaid, do hereby certify that ~~W. M.~~ Hesterson personally appeared before me, and made oath in due form of law that there is no such partnership composed of the persons mentioned in the said plaintiff's bill in the above styled cause, under the ^{firm} name and style of the "Lee Division of the Mutual Benefit Association for Lee County, Virginia", and that he is not a member with said ^{or with any or either of them} persons, of such so-called ^{or going} partnership as alleged by the said plaintiff ^{in his said bill} in his said bill.

Given under my hand, this the 10th day of June 1898.

C. W. Nash J. P.

Ch. Kershaw
vs { Affidavit
of Wm. Hoskins

Wm. Hoskins

Ch.
B.

C. H. Hesteron Reff
vs

B. H. Hineaid & Co, Dfts, } In Chancery
Virginia, Lee County, Court-i

I A. B. Mursey Clerk of the
Circuit Court for the County and state
aforesaid, do hereby certify that
Thomas S. Ely personally appeared
before me, and made oath in due
form of law that there is no such
partnership composed of the persons
mentioned in the said plaintiffs
bill in the above styled cause,
under the firm name and style
of "The Lee Division of 'The Mutual
Benefit Association for Lee County
Virginia,'" and that he is not a
member with said persons, or
with any or either of them of
such so-called or any partner-
ship whatsoever as alleged by
the said plaintiff in his said
bill. Given under my hand
this the 15th day of June 1898.

A. B. Mursey Clerk

Thomas S. Ely,
Adm. Affidavit

C. K. Hesterson,

"X"

C. R. Hesterson
vs
B. F. Thicaidetal } du Chaucy.

Statement of J. S. Gibson, J. N. Gibson, Wm. Hoskins and Thomas S. Ely, as to their position, as defendants in said case.

J. S. Gibson, J. N. Gibson and Wm. Hoskins filed their answers together and after making answer jointly generally to the bill, each then states separately his defence.

The depositions of all three are taken on separate paper from the other depositions of the other defendants.

These three defendants take the position that they are not, and never were members of said so-called fire association, in any way, no matter what view may be taken as to the other defendants, even if such association ever existed. As the proof will show, they never paid any premium, dues, received or signed any policy, and ^{never} acted or in any way participated in any meeting of said association.

The only thing the two Gibsons did, and if Hoskins did, which is not shown, was to sign an application, on the understanding of considering the matter of subscribing, but ~~not~~ actually notified

the agent Morris they would not
become members.

Their proof will show that no
application was even made.
For the grounds upon which
they signed said applications
~~showed~~ that no application was
made. These applications should
have been delivered up by
Morris. See the inducements the
agent used to get their signatures
Orr & Little vs Goodale, 93 Va 263,
lays down the doctrine that would
release these three defendants.
Besides, Judge Duncan, in his
brief, as counsel for plaintiff
admits that these three defend-
ants are not liable.

As to Thomas S. Ely.

This defendant answers the
bill separately. His proof
is with the depositions of the
three defendants above.

His proof will show that he
did not in any way act, or
participate in any meeting
to bind him. He made applica-
tion to become a member
on condition that \$100,000⁰⁰ was
to be made up and subscribed.

He signed a note for \$500 for his premium, & he paid of said amount was subscribed. Said amount was never raised, as the proof in the case fully shows.

He was written to pay said note more than once, and in answer to the last letter on the subject, he wrote calling attention to the fact that ^{he} was no member unless said amount was raised, and showed it had not been raised and denied his liability. The holders of said note then stopped, and have never tried to collect it. This shows how they understood the matter.

This defendant has never paid any premium, or dues, never accepted or signed any policy and never met or participated in any meeting.

The representation by the agent that \$100,000⁰⁰ was to be subscribed, and on this condition and understanding he signed an application. He was induced by said representation to sign said application. Said amount was never subscribed. It is submitted

that - This defendant is not
a member of said association
and not liable as such.

He could not recover, as
he never accepted or signed
a policy.

As to the representations which
induced him to sign said
application, and the condition
having never been complied
with he is not liable, as he
was never a member. See
Orr & Titton vs Goodloe, for
above cited, for this doctrine.
This is not intended for a
brief, but simply a statement
calling attention to the fact,
how these four defendants
have answered in said
case, and how their proof
is taken.

This January 24th 1899.

Respectfully Submitted,

B. H. Sewell

atty for said four defendants.

C. M. Harrison
vs { Statement of
Gibbons, Stalkin
of Poly. by Cursey
B. H. Sewell

7.C. no. 6

CIRCULAR AND BY-LAWS

—OF THE—

Mutual Benefit Association
OF VIRGINIA.

J. D. ADAMS, General Agent,
Richmond, Va.

J. D. Adams

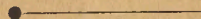
Local Agent.

WARE & DUKE, PRINTERS, RICHMOND.

• • ADVANTAGES



OF THIS
ASSOCIATION.



It is safe and secure as any old line Company.

It is insurance at actual cost and money kept at home.

Local men manage it and prevent any possibility of fraud.

No capitalists to enrich.

No salaried officers to support.

No loss, no expense.

For isolated property only.

*Costs one-fifth of what is paid to capital companies,
and is much more secure.*





Mutual Benefit Association of Virginia.

Chartered December 31st, 1894.

Amended June 27th, 1895.

THE PLAN.

Chartered under the laws of the State of Virginia to organize Mutual Fire Insurance Associations in the various counties in this or any other State. The object of each Association is to secure, by mutual co-operation, the protection of farm property or any detached buildings and contents against destruction by fire, wind, or lightning. Each County Division must have a local organization, composed of a President, Treasurer, Local Agent, and one Director for each district. Each County Division shall only be responsible for the liabilities and assessments accruing from losses within its own territory, but two or more counties may be united in one Division. It is a company belonging exclusively to the people of each county or counties who make application for enough insurance (under the charter regulations) to justify the organization of a Division.

You can get a policy for fifty cents on the one

hundred dollars' worth of insurance granted in your contract, and your property insured your lifetime without paying any more, unless a member of your Division should meet with a loss by fire, wind, or lightning.

Should a loss occur, it is reported to the Director of that district, who adjusts it and reports the same to the President of the Division, who orders the Treasurer to make out an assessment to cover that loss. Each and every member is then required to pay the Treasurer, within ninety days, his *pro rata* share of that loss.

This plan has been operated in this State for the past twenty years, and the statistics show that the average assessment per annum is but \$1.50 to \$3.00 on the one thousand dollars' worth of property insured.

Common sense should teach us that we can insure *each other at actual cost* cheaper than a foreign company can insure us *at a profit*, besides paying enormous salaries to officers, while we pay no salaries to officers at all. The By-Laws will fully explain the duties of all the officers, and observation will convince the most obstinate that any member, for the welfare of his country, would cheerfully discharge the duties involved by his election.

The reports of the capital companies show that they collect \$1.00 in premiums, of which they pay out 22 cents for losses, leaving 78 cents for profits; while under our plan we, the members, keep the 78 cents in our own pockets.

There are over twenty counties in the State of Virginia that have been successfully operating under this plan for years, saving their members over a million dollars.

The following are the counties that have been running for years under plans similar to ours:

ROCKBRIDGE,	ORANGE,
AUGUSTA,	ROCKINGHAM,
BOTETOURT,	PAGE,
ROANOKE,	CULPEPER,
BEDFORD,	FAUQUIER,
PITTSYLVANIA,	FAIRFAX,
HALIFAX,	LOUDOUN,
MECKLENBURG,	CLARKE,
CHARLOTTE,	FREDERICK,
ALBEMARLE,	SHENANDOAH.

ADVANTAGES WE OFFER TO THE INSURED.

1. This plan of insurance embraces the principle laid down by the Great Law-Giver, "Bear ye one another's burdens." There is certainly enough of money and brains in this land to help a fallen neighbor, if applied in a business-like manner.

2. This plan has cost from \$1.50 to \$3.00 a year on the \$1,000 insured, while a policy in a capital company, including fire, wind, and lightning, costs from \$8.00 to \$15.00 on each \$1,000, and that to be paid three to five years in advance, thus adding to the already extravagant charge the interest on money and liability of losing from two to four years' premiums in case of loss the first year.

3. By other companies money is taken out of a community in premiums; by our plan it is left in said community until there is an actual loss, then a legal assessment is made on the membership, and the money is paid to a neighbor.

4. Risks are not so uncertain, owing to the great care taken in insuring property and in the nature of the property insured. There is less danger of fraud, because every member is a party to the contract, and in cases of suspected fraud each member becomes his own detective. This feature brings the possibilities of fraud to a minimum.

5. By this plan we pay for the protection we have enjoyed in the past, while in other companies you pay for protection you expect to get. If you are rich you may get it all; if poor you may get a portion of the policy you have paid for dearly. We insure to be sure, and are not disappointed.

6. Your policy is a contract with two sides, while in other companies you must enter into a contract written by the company, for the company, and against you. You can read and understand the policy of this Association. Few understand an average insurance policy.

7. The man who values your property also adjusts your loss in this Association. Your neighbor, who is generally an honest man, values your property; but when you sustain a loss in other companies, a sharper and a stranger comes and looks at the ashes and says what you have lost.

8. You can, on account of the small expense of this Association, be insured against fire, wind, and lightning, while a fire policy is about all you can afford in the old companies. You can live in your house, enjoy your goods, and not be subject to a thousand and one little restrictions, made rather for the advantage of the company than its protection. The money paid out is kept at home, and every dollar goes to the loser of property, which means the up-building of your own country.

The advantage which a co-operative has over any other company is about this: They pay no taxes, have perpetual policies, and do not have to pay for renewals. After being built up, it costs but a trifle to run them, compared with other companies, and, as they insure isolated property only, they are the most reliable financial institutions on earth. Again, while other companies are doing business for profit, these are doing business for protection, and write their policies with a view to protection, while other companies write theirs with reference to the profit they can make. In other words, these co-operative associations write their policies to protect the *insured*, while all others write their policies to protect the *company*.

One of the common mistakes made by people is confounding a co-operative life with that of fire. They forget that one is built of meat and the other with wood and metal. When a man grows old he is sure to die, while an old house is no more liable to burn than a new one.

BY-LAWS
OF THE
MUTUAL BENEFIT ASSOCIATION
OF VIRGINIA.

SECTION 1. All expenses shall be paid by *pro rata* assessment of all the property assigned to this Division of the Association, and the members of this Division of the Association shall be composed of the owners of property assigned to this Division of the Association.

SEC. 2. No property shall be taken for more than three-fourths its full value.

SEC. 3. No by-law or apportionment shall at any time be made except it applies alike to all property insured by this Division of the Association.

SEC. 4. The territory of any Division of this Association shall be limited to county lines, but the Agent may take property on or near the limits of this territory. Two or more counties may be joined together when it is to the interest of the Association. The Agent shall collect one-half of one per cent. of the amount of insurance on all property

entering this Division of the Association, of the party or parties entering property; which collection shall be the full amount paid for labor and expenditures.

SEC. 5. The members of this Division shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of this County Division, and beyond this there shall be no further liability against the members of this County Division, nor against any of the property embraced in their policies and insurance. But the policies of this county organization shall first be signed by the General Agent and countersigned by the President of this County Association and the insured of the County Association.

SEC. 6. The Agent shall take no steam mill into this Association. If a gin-house or other buildings be taken into this Association, which shall at intervals be operated by steam, the insurance on such building, or buildings adjacent and endangered thereby, shall be removed so long as it is so operated; but such danger being removed from such building, the policy shall again become intact.

SEC. 7. No building shall be taken into this Association within the incorporation of any town, unless said building is made of metal and covered with metal, and is at least fifty feet from the property of a neighbor; and if made of wood and covered with metal, it shall be seventy-five feet; and if both made of wood and covered with wood, it shall not be less than one hundred feet from the building of a neighbor. In small and unincorporated villages the Agent shall exercise his best judgment, always looking to the best interests of the Association, and, when three or more Directors advise, he may

take in any property he thinks safe from fire by the burning of adjoining buildings. Neither gins nor warehouses containing insured cotton, peanuts, or tobacco shall be taken into this Association.

SEC. 8. Should the Agent or any one appointed by him violate By-Law No. 7, then shall the Agent be fined not less than twice the fee, nor more than ten times the amount, at the discretion of the Directors, said fine to be applied to losses accruing to the Association in this Division.

SEC. 9. The Agent may take into this Association churches, dwellings, barns, and out-buildings, household goods of all descriptions, live stock and cattle, farming utensils, including pleasure carriages, harness, and implements usually kept in barns, carpenter shops, and contents of such buildings. Isolated store-houses and goods within may be taken into this Association, but the insurance written must not exceed one-half of the cash value of such store houses and stocks of goods.

SEC. 10. Should either the President or Agent appoint assistants, such assistants shall be responsible to their principals and not to the Association, which shall hold each responsible for everything done in his name.

SEC. 11. Should any member desire to take out insurance on cotton, tobacco, or such goods stored in buildings insured in this Association, said goods being such as this Association does not insure, then said member shall at once notify the Agent or Director, who shall suspend both the insurance and liability to assessment for the same on such building until said policy expires, when the building shall again be reckoned on the Association as before, without additional charge to the owner.

SEC. 12. Any member may withdraw his or her property, or any portion of it, from this Association, by paying all assessments against the same, including \$1.00 withdrawal fee, and giving the Secretary or President thirty days' notice of his intention prior to time of withdrawal. Likewise the Association may, through the Board of Directors, or in accordance with the By-Laws of this Association, remove any property they think the interest of the Association demands, by giving the insured thirty days' notice prior to time of withdrawal; but both the Association and the insured shall be bound until noon of the thirtieth day from date of notice.

SEC. 13. No member shall, after insuring property in this Division of this Association, carry additional insurance in another company without the consent of both the President and the Agent of this Division. No risk larger in amount than two thousand dollars shall be taken on any one piece of property. Any member who sells or otherwise disposes of property insured in this Association may transfer the policy to the purchaser or purchasers thereof, by the permission of the proper Director, by paying the Agent \$1.00 transfer fee.

SEC. 14. The Agent may reduce the insurance on any property, but may not, except as required by the By-Laws, remove property.

SEC. 15. The Agent may write policies to take effect at any time after time of insuring.

SEC. 16. The Agent shall furnish a full list of all members and the insured property in each district to the Director of that district, and he shall furnish a full list of all the members and insured property in the county to the President and Secretary of the County Division of the Association.

SEC. 17. Should the Directors at any time see cause to extend the period for collecting an assessment, they can extend the time not exceeding three months nor less than thirty days.

SEC. 18. All persons becoming members of this Association prior to its organization shall be known as Charter Members, who may, if they lose or sell their property and rebuild or purchase again within the territory occupied by this Division, enter the second time without again paying their initiation fees; provided, however, they are members at the time of the sale of property.

SEC. 19. The officers of this County Division shall be a President, Agent, Secretary, Treasurer, and one Director for each district wherein there are members of this Association.

SEC. 20. It shall be the duty of the President to sign all policies, order all assessments through the Treasurer, pay all losses after they have been adjusted by the Director and collected by the Treasurer, and, together with the Agent, he may compromise or arbitrate disputed claims. When litigation is unavoidable, then he, together with the Agent, shall conduct the suit for the Association. He may also, in case of emergency, perform the duties of the Agent, provided the Agent is unable to attend to same.

SEC. 21. It shall be the duty of the Agent to:

(I.) Value all property and submit all applications to the proper Director for approval, and present all policies to the President for signature.

(II.) Cause By-Laws, circulars, and policies to be printed, and such advertising matter as he may think necessary, and pay for same.

(III.) He shall assist the Director in adjusting all

losses or claims against the Association, when called upon to do so by the Director.

(IV.) The County Secretary and Treasurer shall furnish a full report of all losses and assessments to the Home Office at Richmond, as losses and assessments occur in their Association.

(V.) He shall keep a record of all the meetings of the officers and all business belonging to the Association.

(VI.) He shall notify any member whose policy may be any way changed.

(VII.) In case of emergency, he shall perform the duties of the President, provided the President be unable to attend to same. He may, in case the President sustains a loss, pay him as the President pays other members.

(VIII.) He, by consent of the President, may submit By-Laws and rules to the Directors by mail, and, when they think the occasion demands it, they may call a meeting of the Directors, and in case five Directors demand a meeting he shall call it.

SEC. 22. It shall be the duty of the Secretary and Treasurer to estimate the loss on each \$100, in case of a loss by the Association, and inform each member by mail the amount due the Association. He shall receive, receipt, and hold, subject to the order of the President, all moneys accruing from such assessments, and submit a report of same to the President. He shall also give a bond sufficient to cover any assessment that may occur.

SEC. 23. It shall be the duty of each Director to approve all applications and adjust all losses in their respective districts, and report the same to the President. The Director may lower any property assigned this Association that he thinks valued

too highly, and give the Agent notice of same, who shall lower the same on his books, but the Agent may appeal to the Board of Directors, whose decision shall be final.

SEC. 24. The Board of Directors, with the President as chairman, and the Secretary shall constitute the legislative body of this Division. They may make such By-Laws, rules, and regulations as they find necessary for the good of the Association. The President and Directors shall be paid \$2.00 each for every day's service rendered in adjusting claims amounting to \$200 and over, which shall be paid by the Treasurer, who will add 5 per cent. on all assessments made for his services and expenses.

SEC. 25. The President, Treasurer, and Directors shall be elected by a majority vote of the members in convention, and shall continue in office for one year. Should as many as five Directors at a time petition the President, said President shall order an election, stating the time and place of election, and give each member notice of same.

SEC. 26. Should the office of President become vacant, the Secretary and Treasurer shall call a meeting of the Directors, who shall elect his successor. Should the office of Agent or Treasurer become vacant, the President shall appoint his successor. Should the office of Director become vacant, the Agent may appoint a substitute, until the next general election, which shall invariably occur annually.

SEC. 27. The President, Treasurer, Agent, and Directors of any Division of this Association may be removed by a majority vote of the members, but the constitution of each County Division may not be changed except by a two-thirds vote of that Division.

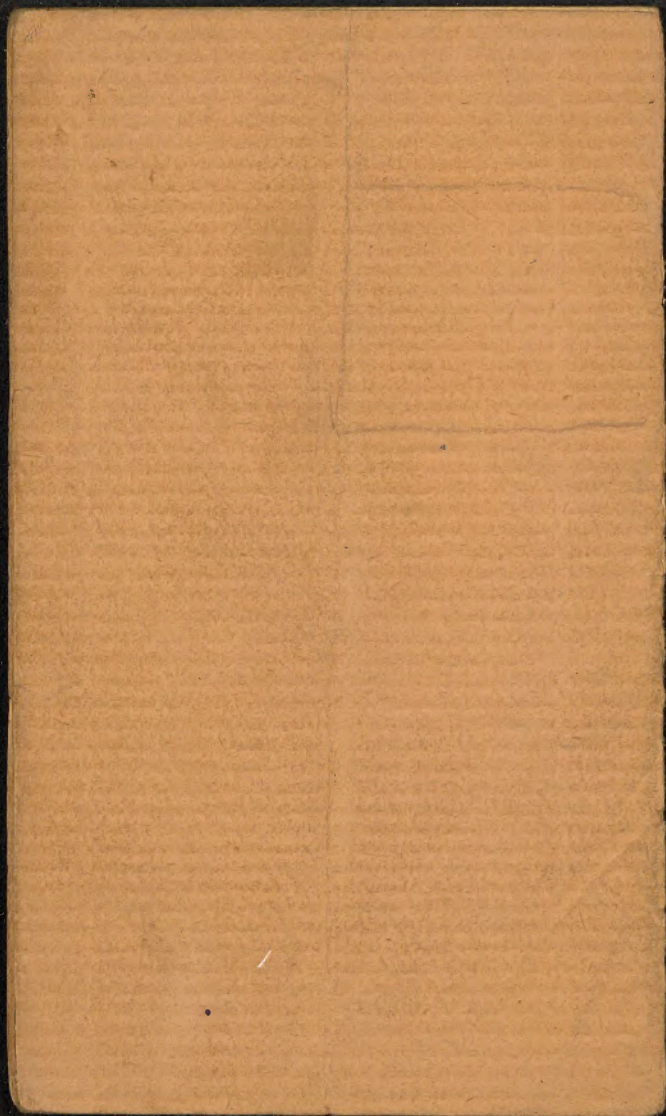
SEC. 28. Each member shall have one vote, and those having as much as \$2,000 insured shall have two votes, and an additional vote for each additional thousand dollars insured.

SEC. 29. The Directors shall each have as many votes as there are thousands of dollars insurance in his township. The Secretary and Treasurer shall determine from his books the number of votes to which each is entitled.

SEC. 30. When the Secretary and Treasurer shall have sent a notice to each Director, stating the time and place of meeting, then if there be Directors present representing fifty votes they shall constitute a quorum.







To the Honorable Beverly R. Welford, Jr., Judge of the Circuit Court of the city of Richmond, Virginia.

The undersigned, who desire to form a body corporate under the name, and for the purpose hereinafter set forth, do hereby make, sign and acknowledge the following certificate, to-wit:

1st. The name of the company shall be "The Mutual Benefit Association".

2nd. The purposes for which the company is formed are to mutually insure the dwelling houses, barns, and other buildings, also the live-stock and cattle, consisting of horses, mules, cows, sheep, hogs, etc., of its members against loss by fire, wind, or lightning, and upon such terms and under such conditions as may be fixed by the by-laws of said corporation. It may sue and be sued, and may have a common seal.

3rd. That the said corporation may make by-laws, fixing the number of its Board of Directors and other officers, and defining the powers and duties of the Directors and officers; also making rules and regulations governing the corporation for the conduct of its business, not inconsistent with the laws of this State.

4th. That every member of said corporation shall be bound to pay his, her, or their portion of all losses and expenses accruing to said corporation, and all buildings or other property insured by and with said corporation, together with the right, title and interest of assured to the lands on which such buildings, or other property may stand, shall be pledged to the said corporation, and the said corporation shall have a lien thereon against the assured, his or her heirs, representatives, and assigns, during the continuance of their insurance as to all debts or liabilities contracted or incurred by said corporation subsequent to the granting of this charter.

5th. That all property insured by said corporation shall be liable as herein provided, until all outstanding losses shall have been paid, and until the owner thereof shall have withdrawn his insurance in the manner prescribed by the by-laws of this company; provided, however, that any transfer of such property shall operate as a release of the same, under the conditions set forth in this charter as to all subsequent liabilities, unless the purchaser or purchasers thereof shall make application to the Board of Directors within ten days from the date of such transfer, in which event such purchaser or purchasers shall be substituted to all the rights of the vendor as set forth in this charter, and the said property shall be held liable as herein provided, and the provisions of this section shall apply as well to personal representatives and guardians as to the purchasers of such property.

6th. That the principal office of this company shall be located in the city of Richmond, and state of Virginia. It may, however, have branch offices in such other cities and towns of this or any other state as it may see fit.

7th. The capital stock of this company shall not be less than \$500.00, nor more than \$10,000.00, to be divided into shares of the par value of \$10.00 each.

8th. The said company shall have power to acquire and hold real estate in the state of Virginia, not exceeding in aggregate one hundred thousand acres.

9th. The names and residences of the officers, who for the first year are to manage the business of the company, are as follows:

J.D.Adams, Richmond, Va., President.

Jno. D.Dickson, Greenville, S.C. Secy & treas.

The Board of Directors of said company to serve for a period of one year shall be constituted as follows:

J.D.Adams, Richmond, Va.

Jno.D.Dickson, Greenville, S.C.

J.L.Adams, Anderson, S.C.

W.A.Kay, Atlanta, Ga.

W.B.Porter, Atlanta, Ga.

In witness whereof, we have hereunto set our hands and seals
this Thirtieth day of October, A.D. 1894.

J.D.Adams (seal)

J.D.Dickson (seal)

J.L.Adams (seal)

W.A.Kay (seal)

W.B.Porter (seal)

State of Virginia, city of Richmond, to-wit:

Before me, Jas.W.Gordon, a Notary Public, in and for the city
aforesaid, do certify that J.D.Adams, whose name is signed to the
annexed writing, bearing date of the Thirtieth day of October, 1894,
has acknowledged same before me, in my city aforesaid,

Given under my hand this 30th day of October, 1894.

James W.Gordon,
Notary Public.

State of South Carolina, Greenville County.

Before me, Lewis W.Parker, a Notary Public in and for the state
and county aforesaid, I do certify that J.D.Dickson and J.L.Adams,
whose names are signed to the annexed writing, bearing date the
Thirtieth day of October, 1894, have acknowledged the same before
me in the State & County aforesaid. Given under my hand and seal
this Novr. 2, 1894.

(seal)

Lewis W.Parker,
Notary Public.

State of Georgia, Fulton County.

Before me, Henry S.Cane, a Notary Public in and for the state and county aforesaid, I do certify that W.B.Porter, and W.A.Kay, whose names are signed to the answered writing bearing date the Thirtieth day of October, 1894, acknowledged the same before in the State and county aforesaid. Given under my hand and seal this Nov. 14, 1894.

(seal)

Henry S.Cane, Notary Public
Fulton Co., Ga.

Virginia: In Vacation:

In the Circuit Court of the city of Richmond.

I, B.R.Welford, Jr., Judge of the Circuit Court of the city of Richmond, in the State of Virginia, in pursuance of section 1145 of chapter 47, of the Code of Virginia 1887, and acts amendatory thereof, do hereby grant a charter of incorporation to J.D.Adams, J.D.Dickson, J.L.Adams, W.A.Kay and W.B.Porter, who have made, signed and acknowledged according to law, a certificate in writing having for its object the formation of a joint stock company for the purposes set forth in the said certificate, and it is hereby ordered that they, their associates and successors be and they are hereby made and created a body corporate and politic by the name of "The Mutual Benefit Association", with all the powers and privileges conferred, and subject to all the provisions and restrictions imposed by the laws of Virginia applicable to corporations of this character, and upon the condition that the said company shall at all times after organization have and keep its principal office in Richmond City, Virginia, and shall have at least one of its officers resident therein upon whom process may always be served. And upon

the farther condition that the said company shall pay in current money of the United States all taxes and other demands against it, which may become due to the State of Virginia. And it is ordered that the said charter be recorded.

Given under my hand and seal, this 31st day of December, 1894.

B.R.Wellford, Jr., (seal)

Virginia: In Vacation: In the Clerk's Office of the Circuit Court of the City of Richmond, December 31st, 1894.

The foregoing certificate and charter of incorporation of "The Mutual Benefit Association", with the order of the Judge of the said Court in vacation granting the same, was this day received in the Clerk's Office of the said court, recorded, and is hereby certified to the Secretary of the Commonwealth of Virginia for recordation.

Teste: E.M.Rowelle, Clerk.

\$23.75 Commonwealth of Virginia,

Office of the Auditor of Public Accounts,

Richmond, Jany. 2d., 1895.

This is to certify that E.M.Rowelle, Esq., Clerk of Circuit Court of Richmond City, has paid into the Treasury, twenty three dollars and seventy-five cents, fee on charter of "The Mutual Benefit Association, less his commission.

Clee Moore,

Acting Auditor of Public Accounts

Commonwealth of Virginia, Jany. 22nd, 1895.

Charter lodged and recorded.

Your petitioner, the undersigned, J.T. Lawless, of Richmond,

Virginia, respectfully represents

Secretary of the Commonwealth.

that on the 22nd day of December, 1894, at the city of Richmond,

Virginia, for the purpose set out in the charter that

at a general meeting of the stockholders of this company, held at

the company's office, No. 1000 Main street, in the city of Rich-

mond, Virginia, on Tuesday, June 26th, 1895, at which was present

each stockholder, in person or by proxy, and which it was

decided that application for a charter to the city of Richmond

for the purpose of establishing a public library should be

made to the city of Richmond, Virginia.

Very truly,

Your petitioner, therefore, respectfully prays that your Honor

will be pleased to grant the same.

Respectfully submitted,

J. T. Lawless, Secy.

Secretary of the Richmond Public Library Association.

Witness my hand and seal this 22nd day of January, 1895.

Secretary of the Commonwealth, Richmond, Virginia.

Copy of this charter to be filed in the office of the Secretary of the Commonwealth.

At the general meeting of the stockholders of the Richmond Public

Library Association, held at its office, No. 1000

Main street, Richmond, Virginia, on Wednesday June 26th, 1895,

which said meeting was held pursuant to the charter, the following

resolutions, among others, were offered and adopted,

that the application for a charter to the city of Richmond

for the purpose of establishing a public library should be

made, to-wit:

Virginia:
OFFICE OF
SECRETARY OF THE COMMONWEALTH.

To the Honorable B.R.Wellford, Jr., Judge of the Circuit Court
of the city of Richmond, Virginia:

Your petitioner, the Mutual Benefit Association, of Richmond,
Virginia, respectfully represents unto your Honor that it is a duly
chartered corporation by decree of this Honorable Court, of the 31st
day of December, 1894, for the purpose set out in its charter; that
at a general meeting of the stockholders of this company, held at
the company's office, No. 1002 E.Main street, in the city of Rich-
mond, Virginia, on Wednesday, June 26th, 1895, at which was present
each stockholder, in person, or by proxy, upon motion, it was or-
dered that application for amendments to its charter as set out in
the copy of the minutes of said meeting, hereto attached and made
a part hereof, be made to the circuit court of the city of Richmond
Virginia.

Your petitioner, therefore, respectfully prays that your Honor
grant unto it the amendments to its charter as set out in the said
minutes hereto annexed.

Respectfully submitted,

The Mutual Benefit Association,

Attest: J.D.Dickson,

By J.D.Adams,

Secretary.

President.

Copy of Minutes.

At a general meeting of the stockholders of the mutual Benefit
Association of Richmond, Virginia, held at its office, No. 1002
E.Main street, Richmond, Virginia, on Wednesday June 26th, 1895,
which said meeting was held pursuant to due notice, the following
resolutions, among others, upon motion, was offered and adopted,
each share of the subscribed capital stock being represented in
person, or by proxy, at said meeting, and all voting in the affirm-
ative, namely:

"Resolved, That the counsel of the company, Montague & Dawson, proceed at once to obtain an amendment to the charter of this company, making the following additions and amendments, and none other, to-wit:

First, A provision that section 2 of the charter be amended so as to add the words 'and all other personal property', after the words, sheep, hogs, so as to make said section 2 as amended read as follows: 'Second. The purposes for which the company is formed are to mutually insure the dwelling-houses, barns and other buildings, also the live-stock and cattle, consisting of horses, mules, cows, sheep, hogs, and all other personal property, etc., of its members against loss by fire, wind or lightning, and upon such terms and under such conditions as may be fixed by the by-laws of said corporation. It may sue and be sued, and may have a common seal'.

"Second. A provision that Section 4 of said charter be altered and amended so as to read as follows, to-wit:

"Fourth. This company shall have the power to organize and create County Divisions in any one or more counties in this state, or any other state in the United States, and such local Divisions shall be governed under and in accordance with such rules and regulations as may be prescribed by this company.

"' Every member (policy holder) of said company shall be bound to pay his, her or their rata-ble proportion of all losses and expenses accruing against said company, and all buildings, or any other kinds of property, real or personal, insured by and with said company, together with the right, title and interest of the assured in and to the lands on which such buildings, or other property, may stand, shall be pledged to said company to cover the rata-ble proportion of the insured of the losses and expenses hereinabove

mentioned, if any such there shall be; provided, however, that the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of this charter shall be responsible and liable only for such losses, expenses and debts as may occur and accrue within the confines of any such County Divisions, and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses and debts of any other County Division or member, of this Association wheresoever situated.'"

The above motion was duly seconded and adopted, each and every stockholder, in person, or by proxy, voting "Aye".

J.D.Dickson,

Secretary.

Virginia: In the Circuit Court of the City of Richmond, June 27th, 1895.

This day came the Mutual Benefit Association, of Richmond, Virginia, and by leave of Court, filed its petition prayi^{ng} that its corporate powers be amended and enlarged as provided for and set out in its said Petition.

In consideration whereof, the Court doth adjudge, order and decree that the powers of the charter of the said The Mutual Benefit Association, of Richmond, Virginia, be, and they are hereby amended and enlarged as prayed for and set out in the said Petition, which Petition for the purposes hereof is made a part of this order.

A Copy- Teste: E.M.Rowelle, Clerk.

Virginia: In the Clerk's Office of the Circuit Court of the city of Richmond, June 27th, 1895.

The foregoing petition &c., together with a copy of the order of the said court, amending the charter of The Mutual Benefit Association, was this day received in the Clerk's Office of the said court, recorded, and is hereby certified to the Secretary of the Commonwealth of Virginia for recordation.

Teste:

E.M.Rowelle, Clk.

Commonwealth of Virginia, July 9, 1895.

Amendment to charter lodged and recorded.

J.T.Lawless,

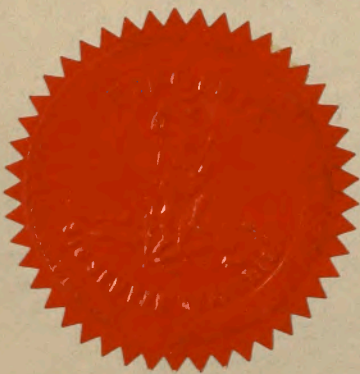
Secretary of the Commonwealth.

COMMONWEALTH OF VIRGINIA:

I, J.T.LAWLESS, Secretary of the Commonwealth of Virginia, certify that the foregoing is a true copy of the charter and an amendment to charter of the

THE MUTUAL BENEFIT ASSOCIATION,
on file and of record in this office.

Given under my hand and the Lesser Seal of the Commonwealth,
at Richmond, this 13th day of October, A.D. 1897.



J.T. Lawless
Secretary of the Commonwealth.

Virginia:
OFFICE OF
SECRETARY OF THE COMMONWEALTH.

COPY OF CHARTER OF

Exhibit
"Charter"

Book 753
188-

The Mutual Benefit
Association for Lee Co. Va
met in the court House
on Monday Aug the 24 1896
for the purpose of electing
officers for the ensuing year
Harvey Young Moved That
each Sect Selected its own
candidate Motion Announced
+ Rose Hill No. 1 (R. B. & Kincaid &
Sineots V. J. Bales) Resolved
White Horse No. 2
Joseph Graham
Jonesville No. 3
A. R. Hight
Rocky Station No. 4
F. B. Wilson
Jackson Station No. 5
W. D. Goldison
W. J. Myron Was elected
Secretary to Jacob
Local Agent for the
county J. H. Graham
Exec Committee of five to
Examine By Laws
Time for Annual Meeting
1st Monday in August 1897
The association was to be held
each at Old Church House

dollars To The officers of
The association of the or

Minutes,

"H. E. W. No 1."

Knoxville Tenn

Sept. 23 - 96

Mr W. E. Winn

Jamestown Va.

Dear Sir. I find I have
failed to mail the applica-
tions to you so I send them
herewith. Will make a
full report from home
office at Richmond
Very Respectly
L. W. Rutledge

Exhibit "W.E.W. 91"

The Mutual Benefit Fire Insurance Association of Virginia.

Richmond, Va. Aug 26th 1896

Received of Mr C. B. Keeler

Eight

$\frac{25}{100}$ Dollars

in full for Premium on insurance in the above-named Association by application made
in Division.

NOTE.—If the application is not accepted by the Association, the money will be returned to the applicant.

E. R. Morris

LOCAL AGENT.

"L R H"

..... OFFICE OF

The Mutual Benefit Fire Insurance Association

OF VIRGINIA,

Room 15, No. 108 North Ninth Street,

P. O. Box 163.

Richmond, Va. Nov 4th 1896

Mr Thos S. Ely
Jonsville Va
Dear Sir

Your note of \$5.00 for insurance
will be due Nov 10th. Do you wish us
to send the note to Powells Valley Bank
of Jonsville for collection or will you
remitt direct to this office. We
will forward you your note on receipt
of money. Please let us hear from
you by return mail.

Yours very truly

R. T. Durham
Sec'y & Treas

OFFICE OF THE SECRETARY

The Mutual Benefit Fire Insurance Association

100 3 S. J.

100 3 S. J.

100 3 S. J.

.....OFFICE OF.....

The Mutual Benefit Fire Insurance Association

OF VIRGINIA,

Rooms 3 and 4, No. 905 Bank Street (Rueger Building),

P. O. Box 163.Richmond, Va. Dec 8th 1896

Mr Thos S Ely
Jonesville Va

Dear Sir:—

Your note for \$5.00 given for Ins.
is long past due, and as we have
heard nothing from the notice sent
you, we again call your attention
to it. And hope you will ^{give} the matter
your prompt attention and remit by
return mail.

Yours Very Truly
R. T. Durham
Sec'y & Treas

The Mutual Fire Insurance Association

OF VIRGINIA

INCORPORATED IN THE STATE OF VIRGINIA

1887

Vol. 1, No. 1

1887

Y. S. E. No 2.

OFFICE OF
R. T. DURHAM,
P. O. BOX 163.

Richmond, Va. Feb'y 1st 1897

Mr, Thos S Ely
Jonsville Va

Dear Sir: -

Your note for \$5.00 given for insurance was due November 10th 96. We have notified you several times and you have paid no attention to our notices.

We must settle up our back business 96 - at once and, unless your note is paid within a few days, we will be forced to place same with our attorney for col -

We do not wish to cause any trouble, and do not wish to have any third party mixed in the matter, and hope you will give

this your prompt attention
and remit by return mail.

Yours very truly

~~Address~~ R T Durham

J. S. E. No 3.

APPLICATION No. 61687

I, C. R. Kesterson, of the County of Lee and State of Virginia, hereby make Application for Membership in

THE MUTUAL BENEFIT FIRE INSURANCE ASSOCIATION OF VIRGINIA,

for the County of Lee, and State of Virginia, which shall take effect on Aug 20th, 1896, and assign the following-described property:

No. 1. Stone & Grist house, located 2 miles East of Caylor, made of frame roof of shingles with 2 rooms veranda porch good condition, insured for \$10,000
No. 2. Dwelling house, located 10 feet East of Stone, made of frame roof of shingles with 4 rooms veranda porch good condition, insured for \$2,500
No. 3. house, located made of roof of with rooms veranda porch condition, insured for \$
No. 4. house, located made of roof of with rooms veranda porch condition, insured for \$
No. 5. house, located made of roof of with rooms veranda porch condition, insured for \$
No. 6. house, located made of roof of with rooms veranda porch condition, insured for \$
No. 7. house, located made of roof of with rooms veranda porch condition, insured for \$
piano, \$; organ, \$; and all household goods within House No., including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$

No. 1. barn, located wide long high roof, insured for \$
No. 2. barn, located wide long high roof, insured for \$
No. 1. crib, located wide long high roof, insured for \$
No. 2. crib, located wide long high roof, insured for \$
And all farming utensils within Barn No., including binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$
horse in Barn No. valued at \$ insured for \$
horse in Barn No. valued at \$ insured for \$
mule in Barn No. valued at \$ insured for \$
mule in Barn No. valued at \$ insured for \$
cattle in Barn No. valued at \$ insured for \$
cows in Barn No. valued at \$ insured for \$

Total amount insured \$17,500

Have you or any one else other insurance on the above property, and if so, for what amount, and in what company? Answer, \$

If so, for what amount? Is the above property mortgaged?

Date, Aug 23rd, 1896

E. D. Morris

Local Agent.

Postoffice,

Cumberland Gap Tenn

County,

State,

District,

Ross Hill

"G. W. J. No 1" filed
with deposition
of G. W. Johnson -

Approved
at G. W. Jones

Dry Goods	-----	\$ 450.00
		400.00
Grocers	-----	500.00
Boots & Shoes	-----	50.00
Clothing	-----	50.00
Hats	-----	75.00
Drugs	-----	200.00
Hardware	-----	50.00
Tim wear	-----	75.00
Mens wear	-----	100.00
Station	-----	25.00
Feathers	-----	50.00
Grain	-----	50.00
Store Fixtures	-----	5075.00

L. W. Johnson

202

Exhibit marked
"G.W. J. No. 2"
with deposition
of G.W. Johnson.

APPLICATION No.

61546

I, W. E. Wynn

, of the County of Lee

and State of Virginia, hereby make Application for Membership in

THE MUTUAL BENEFIT FIRE INSURANCE ASSOCIATION OF VIRGINIA

for the County of Lee, and State of Virginia

which shall take effect on _____, 189____, and assign the following-described property

- No. 1. Dwelling house, located 2 Miles west of Ewing P. O.
made of Shingles roof of Shingles with 1 rooms 1 veranda 1 porch good condition, insured for \$ 650.00
- No. 2. Smoke house, located 30 feet west of No. 1 Dwelling
made of Ligno roof of Shingles with 1 rooms 1 veranda 1 porch good condition, insured for \$ 75.00
- No. 3. _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____
- No. 4. _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____
- No. 5. _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____
- No. 6. _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____
- No. 7. _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____
- _____ piano, \$ _____; organ, \$ _____; and all household goods within House No. 1, including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 200.00

- No. 1. Log barn, located 1.00 yds from No. 1 Dwelling, 30 feet wide 60 long 20 high Board roof, insured for \$ 300.00
- No. 2. _____ barn, located _____, _____ wide _____ long _____ high _____ roof, insured for \$ _____
- No. 1. _____ crib, located _____, _____ wide _____ long _____ high _____ roof, insured for \$ _____
- No. 2. _____ crib, located _____, _____ wide _____ long _____ high _____ roof, insured for \$ _____

And all farming utensils within Barn No. _____, including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$ _____

_____ horse	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ horse	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ horse	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ mule	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ mule	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ cattle	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ cows	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ sheep	in Barn No. _____	valued at \$ _____	insured for \$ _____
_____ hog	in Barn No. _____	valued at \$ _____	insured for \$ _____

Total amount insured \$ 1175.00

Date, Aug 12th 1896

T. Harpster Local Agent.

Postoffice, Ewing

County, Lee

State, Virginia

District, No. 1

Applicant.

Approved W. G. Bates

"
W. G. M. No. 3."
"

APPLICATION NO. 61567

I, J. L. Bays, of the County of Lee
and State of va, hereby make Application for Membership in

✧ THE MUTUAL BENEFIT FIRE INSURANCE ASSOCIATION OF VIRGINIA, ✧

for the County of Lee, and State of va

which shall take effect on Sept 4th, 1896, and assign the following-described property:

No. 1. Dwelling house, located 3 1/2 miles N of Occaneta
made of sh roof of sh with 4 rooms 1 veranda 1 porch good condition, insured for \$ 2000
No. 2. house, located
made of roof of with rooms veranda porch condition, insured for \$
No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$
No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$
No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$
No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$
No. 7. house, located
made of roof of with rooms veranda porch condition, insured for \$
piano, \$; organ, \$; and all household goods within House No., including kitchen furniture,
beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$.

No. 1. barn, located wide long high roof, insured for \$
No. 2. barn, located wide long high roof, insured for \$
No. 1. crib, located wide long high roof, insured for \$
No. 2. crib, located wide long high roof, insured for \$

And all farming utensils within Barn No., including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies,
wagons, and things usually stored in barns and houses, insured for \$
horse in Barn No. valued at \$ insured for \$
horse in Barn No. valued at \$ insured for \$
mule in Barn No. valued at \$ insured for \$
mule in Barn No. valued at \$ insured for \$
cattle in Barn No. valued at \$ insured for \$
cows in Barn No. valued at \$ insured for \$

Total amount insured \$ 3000

Have you or any one else other insurance on the above property, and if so, for what amount, and in what company? Answer, \$.

Is the above property mortgaged? If so, for what amount?

Date, Sept 4th 1896

Postoffice, Occaneta

J. M. Rutledge Local Agent.

County, Lee State, va

District, Rocky Station
Jamesville

J. L. Bays Applicant.

A. R. Hyatt
Jonesville
Va

Approved - Sept 12 - 1890

A. R. Hyatt

W. E. W. No 4

2
Folio 304

MONTHLY STATEMENT.

Knoxville, Tenn., ~~Wch~~ 4 1897
Mr C R Kesterson

Cumberland Gap
J.

In Account with **McMILLAN, HAZEN & CO.**
WHOLESALE BOOTS AND SHOES

1896

INTEREST CHARGED AFTER MATURITY.

E. S. NEWMAN & CO., KNOXVILLE.

	Balance per Statement,				
July 20	Mdse. per Bill, as	Nov 1	+	71 35	
Aug 21	" " "	Nov 1	+	24 00	
Sept 8	" " "	Nov 1	+	48 65	144 00

OLD BUSINESS.

Due

Ev. G. P.

ALBERT

R. S. HAZEN.

STATEMENT.

J. O. LOTSPEICH.

Knoxville, Tenn.,

May 26 1898.

C. R. Kesterson
Cumberland Gap Train
 To HAZEN & LOTSPEICH, Dr.

125 JACKSON STREET,

WHOLESALE GROCERS.

Folio

4631

Terms.

BEAN, WARTERS & GAUT, PRINTERS.

Balance,

Invoice Rendered,

+

3488

+

2855

+

2125

+

3644

+

1810

+

1060

+

1090

+

*1153**17225*

~~*By Cash*~~

*3488**2855**3644**3935**1060**1090**1153**17225*

MONTHLY STATEMENT.

Folio 406

Knoxville, Tenn.

Feb, 1897

M

C. R. Risterson
Ewing, Va

—IN ACCOUNT WITH—

CLAIBORNE, BROWN & CO.

Wholesale and Retail

CLOTHIERS AND GENTS' FURNISHERS

321 GAY STREET.

J. B. NEWMAN & CO., KNOXVILLE

Jan 1

Bal. Rendered,

+ 2080

Feb. 13

Mds.

Check Sent

2080

2080

2080

We insist on settlement
of this at once, & obligate,

The bill is 60 days past
due

"G. W. G. A16"

J. P. BRIENT.

J. M. BRIENT.

M. E. BRIENT.

STATEMENT.

Englewood, McMillin County, Tenn. *Jan 7 1897*

Mr C R Kester son
Cumberland Gap Tenn
To BRIENT BROTHERS Dr.

MANUFACTURERS OF

Cotton Yarns, Carpet Warp, Batting
AND MATTRESSES.

To Bal.

To Ac. Rendered

Aug 25
check sent Feb. 6/97
To over charge

9 10

7 80
1 30

9 10

9 10

We send out Statements the First of each Month. Please compare the Invoice and if any mistake please write us

"G. W. G. 15-"

STATEMENT

Mr. C. R. Keston
 Knoxville, Tenn. Jan 1 1897

In Account with Cumberland Gap



Culver, Magill & Co.

MANUFACTURERS OF PANTS & OVERALLS.

ALL ACCOUNTS PAST DUE SUBJECT TO SIGHT DRAFT WITH EXCHANGE.

Terms, 60 days Net 1

Aug 24	Adse per Bill Rendered.	+	21 00
--------	-------------------------	---	-------

Due Jan 1

Please remit to date
 1897 Jan. paid by check 21 00
 \$ 21 00 \$ 21 00

"G.W.G. 14"

FOLIO.....

STATEMENT.

189.....

Knoxville, Tenn. 189.....

M. C. R. Kesterson

IN ACCOUNT WITH—

Cumberland Gap

Shields Brothers

29

WHOLESALE GROCERS.

Interest at 6 per cent. after maturity.

To Bal. per Statement,

To Mase. per Bill rendered,

+ 2.20

+ 16.99

19.19

Due 20

Please let us have check for bill of Aug. 7th and oblige.

Yours truly,

Shields Bros

check sent

Nov. 14 th 1896 for

19.19

"G. W. G. A 13"

Folio 263

MONTHLY STATEMENT.

2-196-5 M.

NOV 4th 1896



KNOXVILLE, TENN.,

189

C. P. Kesterson
Cum husband

To C. M. McCLUNG & CO., Dr.

505-507-509 JACKSON STREET.

TERMS: 60 Days. Remittances must be Prepaid.

Interest after Maturity.

189

Balance,

Aug 18 Invoice Rendered,

+

4 94

Nov 4 *Cash* *Cr*

4 94

THIS IS SENT IN ACCORD-
ANCE WITH YOUR REQUEST
OF Nov 3 1896

"G. W. GA 12"

343

Remittances by Express Must be Prepaid.

INTEREST CHARGED AFTER MATURITY.

Knoxville, Tenn., Nov 1 1896

M. O. A. Huston

baylor pa

In account with **GEORGE & CO.**

WHOLESALE DEALERS IN

NOTIONS & FURNISHING GOODS,

304 DAY STREET.

G. B. NEWMAN & CO., KNOXVILLE

To Bal. Rend.

July 23

To Mdse. Nov 1. 7/10 + 5605

Nov 10 - 96 check
discount

5210

394

5605

Deduct \$ 3 94 for cash discountIf payment is made on or before Nov 10

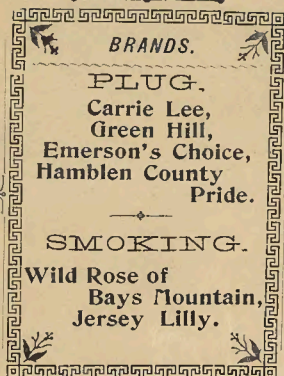
This being the latest date for obtaining full discount.

"G. M. G. A 11"

MORRISTOWN, N.J.

Nov 6

1896



M C. R. Kester son
@ Amb. Prop. Free

IN ACCOUNT WITH

MORRISTOWN TOBACCO M'FG. CO.

—MANUFACTURERS AND DEALERS IN—

Plug, Twist and Rough and Ready Chewing Tobaccos,
Smoking Tobaccos and Cigars.

July 28 To Mdse. 4 mo

+ 1750

1897

Jan. 1. Check Sent

1760

1750

1758

Dear Sir:

Please remit us \$ amount of Account due
as per above statement, and oblige.

Yours truly,

THE MORRISTOWN TOBACCO MFG. CO.

G. W. G. A. 10.

Monthly Statement.

Bristol, Tenn., 10/17/1896.

Mr C R Kesterson

Post Office Cumberland Gap, Tenn

To Huntsman Bros. & Co. Dr.

Wholesale Grocers,

Terms: Net Cash Days.

Interest charged on all bills not paid at maturity.

Jun 8	To Bal.	
July 23	To Mdse. as per bill rendered.	+ 2562
Aug 17		+ 2808
" 17		+ 365
" 17		+ 1569
" 17		+ 522
Sep 22		+ 1577
" 22		+ 2740
		+ 1043
		13186

- C -

Sep 21 By Allen 2562 2562 10624
 check sent 10/14/96 for 5700
 check sent 12/19/96 for 5000

Dear Sir:

We send you this through request of our Mr Allen. Sorry you met with bad luck

Yours truly

HUNTSMAN BROS. & CO.

Herewith please find statement of account for comparison with your books. If correct, please remit amount past due, \$ 3186

"G. W. G. A9"

Folio.....

MONTHLY STATEMENT.

Knoxville, Tenn., Nov: 3 1896

M. C. R. Kesterson

Cumberland Gap

In Account with **McMILLAN, HAZEN & CO.****WHOLESALE BOOTS AND SHOES**

INTEREST CHARGED AFTER MATURITY.

1896

J. S. NEWMAN & CO., KNOXVILLE.

July 20	Balance per Statement,				
Aug 21	Mdse. per Bill, as Nov 1 +	71	35		
Sept 8	" " as Nov 1 +	24	00		
	" " as Nov 1 +	48	65	144	00

The above is all we find
on our books, That you
will find same correct,
If you need itemized bills
of the above let us know &
we will make them out
& send you

"G. W. G. 8"

R. S. HAZEN.

STATEMENT.

J. O. LOTSPEICH.

Knoxville, Tenn.,

Nov. 5, 1896.

O. R. Kesterson

Cumberland Gap, Tenn.

To HAZEN & LOTSPEICH, Dr.

125 JACKSON STREET,

WHOLESALE GROCERS.

Folio

431

Terms.

BEAN, WARTER & SAUT PRINT.

Balance,

Invoice Rendered,

+

3488

+

2855

+

2125

+

3644

+

1810

+

1060

14982

Mar 14
 May 22
 Aug 29
 Aug 29
 Sep 2
 Oct 5

May 29
 Aug 31
 Sep 22

By Cash

" " m.d.s.

3488

2855

3644

9987

4995

1060

3935

Bill returned
 check sent Dec 19 1896 3935-

This is statement
 in full since Jan 1, 1896.

"G. W. G. A. 7"

S. C. Roney.
M. D. Arnold.
Edward Henegar.
J. S. Doyle.
R. R. Swepson.

STATEMENT

INTEREST CHARGED
AFTER MATURITY.

RONEY, ARNOLD & CO.

WHOLESALE

Boots and Shoes.

Knoxville, Tenn.,

OCT 31 1896

O. R. Kesterson

Dr.

Chamberland Gap Tenn

1896

BEAN, WATERS & GAUT, PRINT.

BALANCE

MERCHANDISE

Also H&C

24.00

Due

1897

Jan 1st check sent

24.00

24.00

24.00

PARTIAL STATEMENT ONLY.

GENTLEMEN:—We render a statement at the beginning of each month of all purchases made of us, that our customers may compare with their books and report if not correct.

Yours truly,

RONEY, ARNOLD & CO.

"G. W. G. A. 6"

S. C. Roney.
M. D. Arnold
Edward Henegar.
J. S. Doyle.
R. R. Swepson.

STATEMENT

INTEREST CHARGED
AFTER MATURITY.

RONEY, ARNOLD & CO.

WHOLESALE

Boots and Shoes.

Knoxville, Tenn.,

Dr.

C. R. Westerson

Cumberland Gap Tenn

1896

BEAN, WATERS & GAUT, PRINT.

BALANCE

MERCHANDISE

June 27
Oct 1 A + 1200
discount - 72 cts
check sent Oct 10/26 11.28

PARTIAL STATEMENT ONLY.

PLEASE COMPARE THE ABOVE ACCOUNT
WITH YOUR BOOKS AND REPORT IF NOT
CORRECT. AS *Oct 10* IS THE LATEST
DATE WE CAN ALLOW YOU FULL DIS-
COUNT, YOU MAY DEDUCT *72 cts* IF
PAID BY THAT TIME.

GENTLEMEN:—We render a statement at the beginning of each month of all purchases made of us, that our customers may compare with their books and report if not correct.

Yours truly,

RONEY, ARNOLD & CO.

"G. W. G. A-5"

1375
452
47
122
2008
11-63 72

Fol

STATEMENT.

Meristown, Tenn., Oct 10 1896

M. C. R. Kistner



GOODSON & CO
SUCCESSORS TO

Interest at 6 per cent.
after maturity.

Wholesale Grocers.

July 25 to 60 Day bill + 24 04

1897

Jan

1st check sent

24 04

~~24 04~~
24 04

"G. W. G. A 4"

J. E. CHAPMAN.
W. L. LYONS.
W. O. WHITE.
D. K. YOUNG.
A. ARMITAGE.
W. C. EVERETT.
J. B. FRANKLIN.

STATEMENT

Folio 411

Knoxville, Tenn., DEC 1 1896

Wm. R. Stearns

Cumberland Gap Tenn

In Acct. with **CHAPMAN, WHITE, LYONS CO.**

(INCORPORATED.)

WHOLESALE DRUGGISTS.

Interest charged after maturity.
In remitting send by Post-Office Money Order, Registered Letter, or New York or Knoxville Exchange,
or if by Express, prepay charges.

B. B. NEWMAN & CO., KNOXVILLE

	To Balance,				
<i>July 9</i>	" Merchandise, 4 mo	+	11	43	✓
<i>Aug 10</i>	"	+	10	48	
					181.91
	check sent Dec 19/96				11.43
					10.48
<i>1897</i>	To check given		10	48	
<i>Jan</i>					~~\$10.48~~ 10.48

The amount checked is due.
Please favor us with a prompt
remittance and oblige.

Yours truly,

Chapman-White-Lyons Co.

On the first of each month we send statements of the open accounts on our Ledger.
This rule affords opportunity to correct errors, which, should you discover, please report promptly.
We trust this will not be considered an untimely notice, or a DUN. However, we expect remittances at
maturity of accounts.

Our books show matured bills amounting to

"G. W. G. A. 3"

Stone Statement
& Receipt

The Mutual Benefit Fire Insurance Association of Virginia.

Richmond, Va.

Aug 24 1890

Received of Mr H C Hym
Line

87½ Dollars
140

in full for Premium on insurance in the above-named Association by application made
du Division.

NOTE.—If the application is not accepted by the Association, the money will be returned to the applicant.

E. P. Morris

LOCAL AGENT.

"W. E. W. 88"

Cumberland Gap, Tenn., Aug 29 1896 No 450
Bank of Cumberland Gap

PAY TO THE ORDER OF

W. B. Belknap & Co

\$ 23 ⁰⁶/₁₀₀

Twenty three and ⁰⁶/₁₀₀

Dollars

For Bills of June 20th and July 2nd 1896

C. R. Kesterson

Pay to the order of
ANY BANK OR BANKER
THIRD NATIONAL BANK,
KNOXVILLE, TENN.
H. B. BRANNER, Pres't.

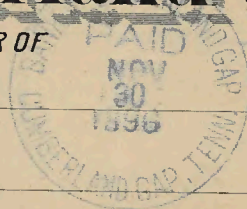
THIRD NATL. BANK,
Knoxville, Tenn.

FOR ORDER
S NATIONAL BANK
31 1896
LOUISVILLE, KY.,
W. L. EDMUNDS, Cashier

Cumberland Gap, Tenn., Nov. 27 1896 No 479
Bank of Cumberland Gap

PAY TO THE ORDER OF

W. W. Woodruff & Co
Eight and 99
For Hardware



\$ 8 $\frac{99}{100}$
Dollars

C. R. Kesterson

Pay to the order of
East Tennessee National Bank,
OF KNOXVILLE, TENN.
W. W. WOODRUFF & CO.

Pay to the order of
ANY BANK OR BANKER.
East Tennessee National Bank,
OF KNOXVILLE, TENN.
S. V. CARTER, Cashier.

W. W. WOODRUFF & CO.
WHOLESALE HARDWARE,
GAY STREET.

Knoxville, Tenn, Nov 7 1896.

C. R. Peterson,

Dear Sir:—We are in receipt of your valued favor
of 77 for \$ 899

Discount, \ Total Credit,
which we have placed to the credit of your account.

Soliciting a continuance of your patronage, we remain,
Very respectfully,

W. W. WOODRUFF & CO.

POSTAL CARD - ONE CENT.

United States of America.

THIS SIDE IS FOR THE ADDRESS ONLY.



C. R. Peterson,
Cumberland Gap,
Tenn.

Cumberland Gap
Shawnee, Tenn.

June 10 1890

No. 4138

Bank of ~~Shawnee~~

Cumberland Gap

Pay to W. B. Belknap & Co

or Order \$106 ⁷⁸/₁₀₀

One hundred & six and ⁷⁸/₁₀₀

Dollars

For acct to date

C. R. Kesterban

FOR DEPOSIT ONLY IN
THIRDS NATIONAL BANK
To Credit of

Belmont

FOR COLLECTION
AND ACCOUNT OF
THIRD NATIONAL BANK
KNOXVILLE, TENN.
H. B. BRANNER, Pres't.

THIRD NATL. BANK,
Knoxville, Tenn.

by Cashier

THIRDS

JUN 22 1892

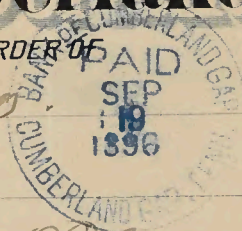
OSCAR

Cumberland Gap, Tenn., Sept 77 1896 No 435-

Bank of Cumberland Gap

PAY TO THE ORDER OF

C. M. McClung & Co.



\$ 6 $\frac{85}{100}$

Dollars

Six & $\frac{85}{100}$

For Bill of July 14th 1896

C. R. Kesterson

Pay to the order of
East Tennessee National Bank,
OF KNOXVILLE, TENN.
C. M. McCLUNG & CO.

Pay to the order of
ANY BANK OR BANKER.
East Tennessee National Bank,
OF KNOXVILLE, TENN.
S. V. CARTER, Cashier.

Cumberland Gap, Tenn. Sept 11 1896 No 452
Bank of Cumberland Gap

PAY TO THE ORDER OF

J. S. Shields & Co.
Twenty One and $\frac{75}{100}$



\$ 21 $\frac{75}{100}$

Dollars

For Payment in full of acct forever
O. R. Kesterson

G. W. J. 4

→ PAY TO THE ←
CITY NATIONAL BANK,
of KNOXVILLE, TENN., or order.
J. S. SHIELDS & CO.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

431

Cumberland Gap, Tenn., Aug 29 1896 No 449
Bank of Cumberland Gap

PAY TO THE ORDER OF

Hayes and Latschach.

Twenty Eight and ⁵⁵/₁₀₀

For Bill of Groceries of May 22nd 1896

C. R. Kester

\$ 28 ⁵⁵/₁₀₀

Dollars

G. M. J. 5-

Pay to the
CITY NATIONAL BANK,
OF KNOXVILLE, TENN.
or Order
HAZEN & LOTSPEICH.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Cumberland Gap, Tenn. July 16 1896 No 445-
Bank of Cumberland Gap

PAY TO THE ORDER OF

Shields Bros

Twenty One and $\frac{69}{100}$
For Bill of Apr 23rd 1896

\$ 21 $\frac{69}{100}$
Dollars

C. R. Kesterson

4. R. J. 6

Pay to the order of
ANY BANK OR BANKER,
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Cumberland Gap, Tenn. July 16 1896 No 444
Bank of Cumberland Gap

PAY TO THE ORDER OF

The Arms & Salvke Co

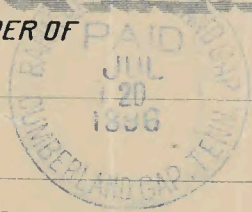
Sixteen and $\frac{73}{100}$

For Bill of May 29th 1896

C. R. Kesterson

\$ 16 $\frac{73}{100}$

Dollars



G. M. J. 7

Pay CITIZENS NATL BANK
OR ORDER

THE ALMS & DOEPKE CO

Pay to the order of
ANY BANK OR BANKER,
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Pay... CITY NATIONAL BANK
CASHIER, OR ORDER,
CITIZENS NATIONAL BANK,
CINCINNATI, O.

727 Cumberland Gap, Tenn. July 4 1896 No 442

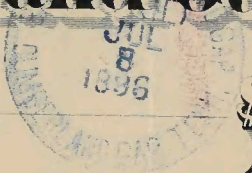
Bank of Cumberland Gap

PAY TO THE ORDER OF

Altsheler & Co

Fifteen and $\frac{97}{100}$

For Bill of May 27 th 1896



\$ 15-97
Dollars

C. R. Kesterson

Pay Citizens National Bank,
LOUISVILLE, KY;
OR ORDER,
ALTSHELER & CO.

G H J 8

Pay to the order of
ANY BANK OR BANKER.
THIRD NATIONAL BANK,
KNOXVILLE, TENN.
H. B. BRANNER, Pres't.

THIRD NATL. BANK,
Knoxville, Tenn.

Pay
Cashier or Order
CITIZENS NATIONAL BANK
JUL 6 1896
LOUISVILLE, KY
OSCAR FENLEY, CASHIER

Cumberland Gap, Tenn. July 4 1896 No 441
Bank of Cumberland Gap

PAY TO THE ORDER OF

J. M. Robinson Norton & Co

Eighty five and 68
For acct. to date

\$ 85-68
100
Dollars

C. R. Kesterson

G. M. J. 9

PAY TO THE ORDER OF
BANK OF KENTUCKY,
J. M. ROBINSON, NORTON & CO.

BANK OF KENTUCKY,
LOUISVILLE, KY.
E. W. HAYS Cashier.

Cumberland Gap, Tenn. June 15 1896 *NP 439*

Bank of Cumberland Gap

PAY TO THE ORDER OF

J. M. Robinson Norton & Co

One hundred and ^{no}₁₀₀

No exact

\$ 100 ⁰⁰₁₀₀

Dollars

C. R. Kesterson

671 10

For Deposit only in the
American National Bank,
TO THE CREDIT OF
J. M. ROBINSON, NORTON & CO.

343
520.00
900

FOR COLLECTION
FOR ACCOUNT OF
UNION BANK & TRUST CO.
NASHVILLE, TENN.
J. Hill Baker, Cash'r.

For Collection & Account of
THE AMERICAN NATIONAL BANK,
NASHVILLE, KY.
CHARLES WARREN, Cashier
JUN 16 1896

Cumberland Gap, Tenn.

Sept 17 1896 *DP* 454

Bank of Cumberland Gap

PAY TO THE ORDER OF

Standard Oil Co

Six and 42/100

For Bill of all of Aug 15-th 1896.

C R Keetonson

\$ 6 42 / 100
Dollars

G. H. J. 11

Pay to the order of
ANY BANK OR BANKER.
THIRD NATIONAL BANK,
KNOXVILLE, TENN.
H. B. BRANNER, Pres't.

PAY
CITIZENS NATIONAL BANK,
LOUISVILLE, KY.
OR ORDER
STANDARD OIL COMPANY,
E. L. GOODWIN, 2nd. V. Pr.

THIRD NATL. BANK,
Knoxville, Tenn.
Pay _____ ORDER
CASHIER
CITIZENS NATIONAL BANK,

SEP 13 1896

LOUISVILLE, KY.,
WM. EDMUNDS, - Cashier.

Cumberland Gap, Tenn., Apr 1 1896 No 419
Bank of Cumberland Gap

PAY TO THE ORDER OF

Knoxville Provision & Sugar Co

Eighteen and $\frac{91}{100}$

\$ 18. $\frac{91}{100}$

Dollars

For payment of bill of Mar. 2nd 1896

E. R. Kesterson

For Deposit only in
East Tenn. Nat'l Bank,
TO THE CREDIT OF
Knoxville Provision & Sugar Co.

G A J 12

FOR COLLECTION
FOR ACCOUNT OF
EAST TENN. NATIONAL BANK,
KNOXVILLE, TENN.
S. V. CARTER, CASHIER.

Cumberland Gap, Tenn. Apr 3 1896 No 420

Bank of Cumberland Gap

PAY TO THE ORDER OF

APR

4

1896

J. R. Ware

Eight & $\frac{44}{100}$

For freight

\$ 8 $\frac{44}{100}$

Dollars

C. R. Kester

W. W. W. W.

G. H. J. 13

Cumberland Gap, Tenn. Apr 21 1896 N 424
Bank of Cumberland Gap

PAY TO THE ORDER OF

Glazebrook & Bro

\$ 28 $\frac{39}{100}$

Twenty Eight and $\frac{39}{100}$

Dollars

For Bill of groceries of Feb 26th 1896

C. R. Kesterson

G. W. J. 14

American National Bank.

Pay.....

ESQ CASHIER, OR ORDER, FOR
COLLECTION, ACCOUNT OF

STATE NATIONAL BANK, *6/24*
MEMPHIS; TENN.

M. S. BUCKINGHAM, Cashier.

FOR DEPOSIT
ONLY
Credit of
GLAZEBROOK & BRO.

FOR COLLECTION
FOR ACCOUNT OF
EAST TENN. NATIONAL BANK
KNOXVILLE, TENN.

S. V. CARTER, CASHIER.

Collect for Account of
FIRST NATIONAL BANK,
LOUISVILLE, KY.
THOS. R. SINTON, Cashier.

*State 14 by 21
2 + 12
11 in stock*

APR 24 1890
NASHVILLE, TENN.

Cumberland Gap, Tenn., May 4 1896 No 428
Bank of Cumberland Gap

PAY TO THE ORDER OF

Alms Doepka & Co.

\$ 2870

Twenty Eight and 70/100

Dollars

For Payment of Bill Feb 25-1896 dated Apr 1st

C. R. Kester - Cash

G. H. J 15

Pay CITIZENS NAT'L BANK
OR ORDER
THE ALMS & DOEPKE CO

Per *W. Lee*

For Collection, for Account of
CITY NATIONAL BANK,
KNOXVILLE, TENN.
J. A. [illegible] President

CITY NATIONAL BANK
Cashier, or Order, for Collection,
ACCOUNT OF
CITIZENS NATIONAL BANK,
CINCINNATI, O.

Cumberland Gap, Tenn. *May 14 1896* *MDCCC*
Bank of Cumberland Gap

PAY TO THE ORDER OF

Stander Oil Co

Six and 83/100

For Bill of oil apr 17th 1896

C. R. Kester-son

\$ *683*
100
Dollars

L. H. J. 16

FOR COLLECTION
AND ACCOUNT OF
THIRD NATIONAL BANK
KNOXVILLE, TENN.
H. B. BRANNER, Pres't.

FOR DEPOSIT
WITH THE
CITIZENS NATIONAL BANK,
TO THE CREDIT OF
STANDARD OIL COMPANY, (OF KY.)
INCORPORATED.

THIRD NATL. BANK
Knoxville, Tenn.

MAY 18 1896

LOUISVILLE, KY.
OSCAR FENLEY, CASHIER.

Cumberland Gap, Tenn. May 26 1896 No 433
Bank of Cumberland Gap

PAY TO THE ORDER OF

M. L. Ross & Co

\$ 4830

Forty Eight and $\frac{30}{100}$

Dollars

For Bills of Grocer of Mar 2 and 4th 1896

C. R. Kester son

G. N. J 17

M. L. Rosta

CREDIT ACCOUNT OF
MECHANICS NAT'L BANK,

- Knoxville, Tenn. -

E. C. OATES, Cashier.

Cumberland Gap, Tenn., Feb 13 1897 DP 502

Bank of Cumberland Gap

PAY TO THE ORDER OF

681
91
Claiborne Brown & Co

\$ 20 80

Twenty and 80

Dollars

For goods to 100 date

C R Kesterson

Pay to the Order of
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Claiborne, Brown & Co.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

\$20.80

Knoxville, Tenn., Feb. 13th 97. 189

Received of

Mr. C. R. Kesterson,

Twenty & 80/100-----Dollars,

In full of account to date.

CLAIBORNE, BROWN & CO. Wright.

81 J. M. H.

30.80

In full of account to date.

Twenty & 80/100-----

Mr. C. H. Kearsley,

Feb. 18, 81.

Cumberland Gap, Tenn. Feb. 6 1897 No 581

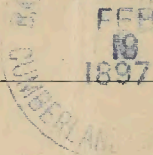
Bank of Cumberland Gap

PAY TO THE ORDER OF

Brent Bros

Seven and 80

For Bill of Cat year of aug 25-th 1896
C. R. Kesterson



\$ 7 ⁸⁰/₁₀₀

Dollars

Brent Bros

Pay to the order of
ANY BANK OR BANKER.
East Tennessee National Bank,
OF KNOXVILLE, TENN.
S. V. CARTER, Cashier.

Pay to the East Tenn. National Bank,
Knoxville, Tenn., or Order
First National Bank,
ATHENS, TENN.
JAS. Q. FISHER, Cashier.

OFFICE OF BRIENT BROTHERS,

Proprietors

EUREKA COTTON MILLS,

Manufacturers of

Superior Cotton Yarns, 3, 4 and 5 Ply Cotton Warp,

BATting AND COTTON MATTRESSES.

G. M. J. 19

Englewood, Tenn.

Feb 10 1897

Received of

C. R. Risterson

7 80

Seven &

80/100

DOLLARS

100

in full payment invoice Aug 31 1896 for which please accept our thanks.

Brient Bros

We are sorry to learn of your misfortune - we have had 2 fires in the last 10 years -

POSTAL CARD ONE CENT.

United States America

THIS SIDE IS FOR ADDRESS ONLY.



Mr C. R. Kesterson
Cumberland Gap
Tenn.

Cumberland Gap, Tenn. May 26 1896 No 434
Bank of Cumberland Gap

PAY TO THE ORDER OF

Cullen & Newman
Thirty three and $\frac{47}{100}$

\$ 33.47

Dollars

For Bill of Queensware sold to W. S. Robinson Jan 30th 1896
C. R. Kesterson

G. H. J 20

FOR DEPOSIT ONLY,
ADLER & NEWMAN,

For Collection, for Account of
CITY NATIONAL BANK
KNOXVILLE, TENN.
Wm. A. SHIELDS, President

Cumberland Gap, Tenn. May 26 1896 DR 435-
Bank of Cumberland Gap

PAY TO THE ORDER OF

Hayler and Lot's Beach

\$ 3488
100

Thirty four and 88
100

Dollars

For Bill of Groceries of Mar 14th 1896

C. R. Kester Cash

G. H. J. 21

FOR DEPOSIT ONLY

To the Credit of

Hazen & Lotspeich.

For Collection, For Account of
CITY NATIONAL BANK
KNOXVILLE, TENN.
Wm. A. CHILDS, President.

Cumberland Gap, Tenn. June 1st 1896 No 437
Bank of Cumberland Gap

PAY TO THE ORDER OF

Meyer Wise & Kaichen

Ninety nine and ¹⁰⁰/₁₀₀

For Payment of Bill Feb 21 & 22. 1896

C. R. Kesterson

\$ 99 ¹⁰⁰/₁₀₀

Dollars

G. W. J. 22.

FOR DEPOSIT

TO THE CREDIT OF

Meyer, Wise & Kaichen.

FOR COLLECTION
and Returns to
ATLAS NATIONAL BANK.
CINCINNATI, O.
Wm. GUCKENBERGER, CASHIER.

STATEMENT.

Cumberland Gap, Tenn., 489

M

In acct. with Kesterson, Overton & Co.,

DEALERS IN

Dry Goods, (Notions, (Millinery, Ladies' and Children's Shoes, Carpets,

Wall Paper, Etc.

Terms

All Accounts due on 1st of each month.

1896 Amt at Kesterson Overton & Co

May 4.	10 23
July 15.	3 65
July 28	8 00
Sept 26	24 81

amt on K O & Co Book 46 79

Mar 19	13 72
Apr 18	18 90
May 14	8 00
~~Mar 7.~~	87 41

Received payment in
full by C. R. Weston.
Kesterson Overton & Co

157044
 2820
159864
 114
 135
 154
 45
10
 154864

KO & Co
 act against
 C. R. Kesterson
 Stone
 A. H. J. 28.

083810

751817
 49816
 287971
 498171
 191817
 66205
 30000
 99404
 08081
 05440

.68 00 126
 2051 (07-51) 2.54 249 (498191)
 04) 999999

00 99489
 811876
 009320
 2
 498191

49816
 00000
 498191

Dear Sir

During the 10 days
from 14/18/94

Yours received and would say in
reply May 14 10 bags Salt @ 73 cts \$ 7.30
June 26 30 bags Salt @ 69 cts. 20.70
\$ 28.20

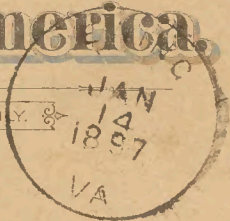
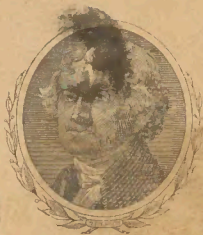
hope this will be satisfactory and reach
you in due time we remain

Yours truly
Ball & Snoddy

POSTAL CARD - ONE CENT.

United States of America

THIS SIDE IS FOR THE ADDRESS ONLY.



G.W.F. 24

Mr C. B. Kelsom
Cumberland Gap
Tenn

Cumberland Gap, Tenn., Nov 10 1896 No 474
Bank of Cumberland Gap

PAY TO THE ORDER OF

Roney Arnold & Co

Eleven and $\frac{28}{100}$

For Bill of \$12.00 less 72 ct discount

C. R. Kesterson

\$ 11 28
100

Dollars

Pay to the order of
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
RONEY, ARNOLD & CO.

Pay to the order of
ANY BANK OR BANKER
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Roney, Arnold & Co.

Wholesale Dealers in

Boots and Shoes.

Knoxville, Tenn.,

NOV 16 1896

Received of

C. W. Westerson

Twenty eight 28/100

Dollars,

Payment

729 bill June 27

By

Sh

Disct. \$

72/100

Roney, Arnold & Co.

Per

Westerson

Cumberland Gap, Tenn. Jan 1 1897 No 487
Bank of Cumberland Gap

PAY TO THE ORDER OF

Roney Arnold & Co

Twenty four and no 100

For Bill of Shoes of June 27th 1896

C. R. Kesterdorn

CUMBERLAND
PAID
JAN
4
1897

\$ 24 ⁰⁰/₁₀₀

Dollars

Pay to the order of
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
RONEY, ARNOLD & CO.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Roney, Arnold & Co.

Wholesale Dealers in

Boots and Shoes.

Knoxville, Tenn., **JAN 2 1897**

Received of

C. R. Harrison
Twenty four hundred 100

Dollars,

Payment

By

Wm. H. Harrison
Per

Roney, Arnold & Co.

Disct. \$

Per

Wm. H. Harrison

G. A. J. 25-

Cumberland Gap, Tenn., Jan. 13 1897 DP 492

Bank of Cumberland Gap

PAY TO THE ORDER OF

Chauffman White Lion & Co

Less and $\frac{48-}{103}$

\$ 10 $\frac{48}{103}$

Dollars

For Bill of Aug 26 th 1896

No Protest.

C. R. Kesterson

Pay to
THE CITY NATIONAL BANK
OF KNOXVILLE, TENN.,

Or Order
CHAPMAN, WHITE, LYONS, CO.,

PER *W C Gruett Secy Treas*

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Dec 19

Cumberland Gap, Tenn. Dec 19 1896 No 485-

Bank of Cumberland Gap

PAY TO THE ORDER OF

Chapman Whiteyars Co

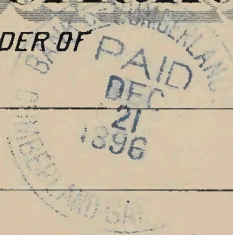
Eleven and $\frac{43}{100}$

For Bill of July 9th 1896

C. R. Kester Secy

\$ 11 $\frac{43}{100}$

Dollars



Pay to
THE CITY NATIONAL BANK,
OF KNOXVILLE, TENN.,
Or Order
CHAPMAN, WHITE, LYONS, CO.,

PER *W. C. Evans* Secy Treasr

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

WHOLESALE DRUGGISTS.

Chapman, White, Lyons Company.

(INCORPORATED.)

Knoxville, Tenn., Dec 21 1896

Received of C R Hesterson

Eleven and 3/100

100

Dollars,

Five July

\$ 114¹⁰

CHAPMAN, WHITE, LYONS COMPANY,

Discount

Per W C Everett

Total

WHOLESALE DRUGGISTS.

Chapman, White, Lyons Company.

(INCORPORATED.)

Knoxville, Tenn.,

Jan 13 1897

Received of L. R. Kesterson

Five and 48/100

100

Dollars,

Bill Aug 76

\$ 1048

Discount

Total

CHAPMAN, WHITE, LYONS COMPANY,

Per W. C. Everett

OGDEN BRO'S & CO., PRINTERS, KNOXVILLE, TENN.

4 M J 26.

Chadwell White Road Coburn

Chadwell White Road Coburn

Cumberland Gap, Tenn., Jan 13 1896 DP 491
Bank of Cumberland Gap

PAY TO THE ORDER OF

Cowan McGill & Co

\$ 21⁰⁰/₁₀₀

Twenty one and 00/100

Dollars

For Bill of aug 24th 1896

C. R. Henderson

Chas. McGill R

Pay to the order of
Any Bank or Banker.
HOLSTON NATIONAL BANK,
OF KNOXVILLE, TENN.
JOSEPH P. GAUT, Cashier.

Manufacturers of
"Mastiff Pants."

Cowan, Magill & Co. No.

KNOXVILLE, TENN.

JAN 13 1897

189

Received of M^r C. R. Kesterson \$21⁰⁰

Twenty One ————— Dollars

In payment of Invoice Aug 24

Discount

Thanks

Standard Printing Co. Nashville.

Cowan, Magill & Co.
Per James A. Cowan
J. A. Cowan

Es. M. J. 27.

CHURCHILL & CO.

BOOKS & PAPERS

100 N. 3rd St. N. Y.

Cumberland Gap, Tenn., Jan 1 1897 No 488
Bank of Cumberland Gap

PAY TO THE ORDER OF

Goodson & Co.

\$ 24 ⁰⁴/₁₀₀

Dollars

Twenty four and ⁰⁴/₁₀₀

For Bill of groceries of July 25th 1896

O. R. Kesterson

Goodson & Co.

H. M. J. 28

Pay to the order of
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
THE FIRST NATIONAL BANK,
MORRISTOWN, TENN.
O. V. TAYLOR, Cashier.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Pres.

Cumberland Gap, Tenn. Nov 3 1896 No 470
Bank of Cumberland Gap

PAY TO THE ORDER OF

C. M. McPherson & Co

Four and 94

For Bill of Hardware of Aug 18th 1896

C. R. Kesterson

\$ 494
100
Dollars

Pay to the order of
East Tennessee National Bank,
OF KNOXVILLE, TENN.
C. M. McCLUNG & CO.

Pay to the order of
ANY BANK OR BANKER.
East Tennessee National Bank,
OF KNOXVILLE, TENN.
S. V. CARTER, Cashier.



\$ 4⁹⁴

KNOXVILLE, TENN., NOV 4th 1896

189

RECEIVED FROM

C. R. Kisterson

Four

TRADE
CRANBERRY

⁹⁴ DOLLARS,

WHICH WE APPLY

In full

505 & 507 JACKSON STREET.

PAID BY

L. V. 3, Ck

DISCOUNT

C. M. McCLUNG & Co.

No.

35073

BY

Carpenter

4 W L 29

Cumberland Gap, Tenn., Dec 19 1896 DP 484
Bank of Cumberland Gap

PAY TO THE ORDER OF

Hayes and Lott Speach
Thirty nine and $\frac{95}{100}$

\$ 39 $\frac{95}{100}$

Dollars

For Payment in full for groceries to date

C. R. Kesterson

Pay to the
CITY NATIONAL BANK,
OF KNOXVILLE, TENN.
or Order
HAZEN & LOTSPEICH

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

OFFICE OF

WHOLESALE GROCERS

HAZEN & LOTSPEICH,

125 JACKSON STREET

Knoxville, Tenn., 12/17 1896.

Dear Sir: We credit your account

Bill ~~total~~ 10 60

Yours truly,

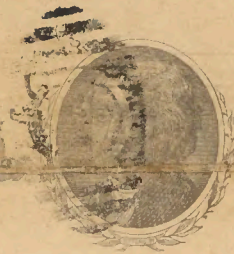
HAZEN & LOTSPEICH.

Per

P

POSTAL CARD - ONE CENT

United States of America



THIS SIDE IS FOR THE ADDRESS ONLY.

30
C. R. Kesterson,

G. W. J.
N.Y.

Cumberland Gap,
Tenn.

Cumberland Gap, Tenn. ~~Mar 13~~ 1897 ~~DP~~ 5-15
Bank of Cumberland Gap

PAY TO THE ORDER OF

McMillin Hayen & Co

\$ 144⁰⁰/₁₀₀

One hundred and forty four ⁰⁰/₁₀₀ Dollars

For Payment of acct in full to date
C. R. Kesterson

McMillan Hazard & Co

Pay to the order of
ANY BANK OR BANKER.
THIRD NATIONAL BANK,
KNOXVILLE, TENN.
H. B. BRANNER, Pres't.

McMILLAN, HAZEN & CO.
EXCLUSIVELY WHOLESALERS DEALERS IN
BOOTS AND SHOES
GAY STREET, KNOXVILLE, TENN.

OLD BUSINESS.

Knoxville, Tenn., *Mch 15 1897*

Received of *C. R. Kesterson*
One hundred forty four

Dollars,

applied to cover up in full

\$144⁰⁰

Hanks

DEAN, WATERS & GAUT PRINT.

McMILLAN, HAZEN & Co.

Per *Smith*

L. W. J. 31

Cumberland Gap, Tenn., Jan 1 1896 No 487

Bank of Cumberland Gap

PAY TO THE ORDER OF

Morrisstown Tobacco M. F. & Co.

Seventeen and $\frac{50}{100}$

For Bill of Tobacco of July 28th 1896

C. R. Kesterson

\$ 1750
 $\frac{50}{100}$

Dollars

PAY TO THE ORDER OF
FIRST NAT'L BANK,
OF MORRISTOWN, TENN.
MORRISTOWN TOOL MFG. CO.

Pay to the order of
THE CITY NATIONAL BANK,
KNOXVILLE, TENN.
THE FIRST NATIONAL BANK,
MORRISTOWN, TENN.
O. V. TAYLOR, Cashier.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Tobacco Manufacturers

Morristown Tobacco Manufacturing Co.

Morristown, Tenn.,

JAN 2 1897

189

Received of

C. R. Kesterson

Seventeen & 50/100 Dollars

in full of acct to date

\$

Discount 50

Total 17

Morristown Tobacco Manufacturing Co.

Per H. H. H. H.

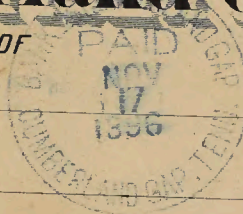
Beck, Walters & Gault, Printers

Thank you

G. W. J. 22.

343
Cumberland Gap, Tenn., Nov 10 1896 No 475-
Bank of Cumberland Gap

PAY TO THE ORDER OF



\$ 52 $\frac{11}{100}$
Dollars

George & Co
Fifty two & $\frac{11}{100}$

For Bill of July 23. of \$56.05 - less \$39 $\frac{14}{100}$ discount

C. R. Kesterson

Pay to the order of
THE CITY NATIONAL BANK,
OF KNOXVILLE, TENN.
GEORGE & CO.

S. H. GEORGE & CO.
Wholesale Notions.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHEPHERD, Pres.

~~S.~~ H. GEORGE & CO.

Knoxville, Tenn., Nov 17 1896

Yours of — enclosing check

for \$ 52¹¹ received and placed to your credit, in settle-
ment of Invoice 7/23 for which please accept
thanks.

Very respectfully,

~~S.~~ H. GEORGE & CO.

Per J

52¹¹
39¹¹ Divch
5605

POSTAL CARD - ONE CENT.

United States of America

THIS SIDE IS FOR THE ADDRESS ONLY.



33
J.M.B.

to R. Kristensen
Cayler pa

Cumberland Gap, Tenn., Dec 19 1896 No 483

Bank of Cumberland Gap

PAY TO THE ORDER OF 1896

Huntsman Bros & Co.

\$ 50 00
100

Fifty and no
100

Dollars

For Payment in full for groceries to date

C. R. Kesterson

FOR DEPOSIT IN
The Dominion National Bank,
TO CREDIT OF
HUNTSMAN BROS. & CO.

PREVIOUS ENDORSEMENTS GUARANTEED
PAY TO THE ORDER OF
ANY BANK OR BANKER,
DOMINION NATIONAL BANK,
BRISTOL, (VA.), TENN.
H. E. JONES, - CASHIER.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

Cumberland Gap, Tenn., Nov. 14 1896 No 476
Bank of Cumberland Gap

PAY TO THE ORDER OF

Huntsman Bros & Co.

\$ 56 $\frac{24}{100}$

Fifty Six and $\frac{24}{100}$

Dollars

For partial Payment. — for groceries

C. R. Kesterson

FOR DEPOSIT IN
The Dominion National Bank,
TO CREDIT OF
HUNTSMAN BROS. & CO

PREVIOUS ENDORSEMENTS GUARANTEED
PAY TO THE ORDER OF
ANY BANK OR BANKER,
DOMINION NATIONAL BANK,
BRISTOL, (VA.), TENN.
H. E. JONES, - CASHIER.

Pay to the order of
ANY BANK OR BANKER,
CITY NATIONAL BANK,
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

HUNTSMAN BROS. & CO.,
WHOLESALE GROCERS,
11 & 13 Fifth Street.

Bristol, Tenn.,

12/21/1896

Dear Sir:

Your favor of 19th inst. is received
enclosing check Twenty Dollars,
which we place to your credit on account in full
with thanks.

Respectfully,

\$ 50 00 Discount. 50 00 HUNTSMAN BROS. & CO.,
Per Caldwell

Memo.

POSTAL CARD - ONE CENT.

United States of America.

THIS SIDE IS FOR THE ADDRESS ONLY.

DEC 22
6 AM

95



Mr C. R. Kesterson
Owensboro Gap,
Tenn.

HUNTSMAN BROS. & CO.,
WHOLESALE GROCERS,
11 & 13 Fifth Street.

Bristol, Tenn.,

11/16/ 1896.

Dear Sir:

Your favor of recd date inst. is received
enclosing check Fifty Six ²⁴/₁₀₀ Dollars,
which we place to your credit on account
with thanks.

Respectfully,

\$ Discount.

\$

56 ²⁴/₁₀₀

Per

HUNTSMAN BROS. & CO.,

Calderwell

Memo.

POSTAL CARD - ONE CENT.

United States of America

THIS SIDE IS FOR THE ADDRESS ONLY.



Mr C. Kesterson
Cumberland Gap,
Tenn.

L. M. J.
34

Cumberland Gap, Tenn. NOV 14 1896 NO 473

Bank of Cumberland Gap

PAY TO THE ORDER OF

Shields Bros.

\$ 19 $\frac{19}{100}$

Nineteen and $\frac{19}{100}$

Dollars

For Payment in full of acct to date
C. R. Kesterson

PAY TO THE ORDER OF
CITY NATIONAL BANK,
Knoxville, Tenn.
SHIELDS BROS.

Pay to the order of
ANY BANK OR BANKER.
CITY NATIONAL BANK
KNOXVILLE, TENN.
Wm. S. SHIELDS, Prest.

—OFFICE OF—
SHIELDS BROTHERS,
WHOLESALE GROCERS,
No. 103 JACKSON STREET.

Knoxville, Tenn.,

Nov 17 1896

Received of

C. A. Kesterson

Nineteen &

19/100

Dollars,

all in full

for which accept our thanks.

SHIELDS BROTHERS,

Per

M. E. Conkle

\$

19/19

POSTAL CARD - ONE CENT.

United States America

THIS SIDE IS FOR THE ADDRESS ONLY.



Mr. C. R. Kesterson

Cumberland Gap

Tenn

416 L 35-

Cumberland Gap, Tenn., Oct 8 1896 No 456
Bank of Cumberland Gap

PAY TO THE ORDER OF

J R Ware R.R. agent

Nine and $\frac{00}{100}$

For Freight

\$ 9 $\frac{00}{100}$

Dollars

C. R. Kesterson

Howare
y^h

"G. W. G. 36"

FORM T. D. 6.

Operators are required to write all Telegrams in INK.

C. A. DARLTON, Sup't Telegraph.

SENT TO No.	SENT BY	REC'D BY	TIME
			M

CHECK

SOUTHERN RAILWAY CO.
TELEGRAM.

REC'D FROM No.	SENT BY	REC'D BY	TIME
			M

CHECK

The writer should place the time written in the blank space hereon. Operators are required to enter and transmit time filed. Operators, after transmitting a message that is unnecessarily long, or which could have been sent by train mail, will send a copy of same to the Chief Operator.

Date 189 Filed M.

To Mr. C. P. Weston Station.

I rights for when you 5

Checks 420 & 456 were 10
given me is not 15
included in last mode 20
for you 25
Wm. J. R. Ware 30
35

Partial list
of Freight-
Paid.

\$2010

"G. N. G. 37"

Knoxville, Cumberland Gap & Louisville Railroad.

CLARENCE CARY, Receiver.

REPORT OF WAY-BILLS

from

for

ending

189

Agent.

Date	No. of Way-Bill	No. of Car	INITIAL	FROM	DESTINATION	WEIGHT	Freight Class'n	CHARGES	FREIGHT	PREPAID	FOREIGN
Statement of freight paid by C.R. Kesterson											
From Oct 19 th 1896 back to July 1 st 1896.											
Sept 24	115			Bristol Tenn					139		
Aug 20	91			"					92		
" 18	72			"					77		
July 25	118			"					79		
" 8	624			Lansville					152		
June 11	69			Bristol Tenn					50		
Mar 2	10			Knox Tenn					77		
" "				"					76		
" 6	112			"					88		
" 9	168			"					26		
Apr 13	207			"					25		
May 1	13			"					25		
" 6	106			"					81		
" 7	123			"					38		
" 25	208			"					25		
" "				"					32		
June 4	80			"					101		
" 27	515			"					66		
July 9	157			"					31		
" 14	235			"					33		
" 20	337			"					84		
" 25	63			Manistown					50		
" 25	381			Knox					88		
" "	366			"					33		
Aug 29	74			"					37		
" 18	192			"					25		
" 21	229			"					27		
" 24	259			"					25		
" 25	272			"					25		
" 27	298			"					50		
" 29	322			"					25		
" "				"					123		
Sept 18	75			"					80		
Oct 5	36			"					25		

This all I can find. I can't locate Lons Book from July 8th back to July 1st but I don't think you got any thing over Lons until commenced buying at Bristol
 Ware Oct 1/27

\$ 20.10

Amount the Store owed for goods at the
time of the burnout. Oct 3rd 1896

Shields Bros. Knoxville Tenn.	473	✓ \$19.19
C. M. McClung & Co. " "	"	✓ 4.94
George & Co. " "	475	✓ 56.05
Morrisston Tobacco M. F. & Co. Morrisston Tenn.	487	✓ 17.50
Huntsman Bros & Co. Bristol	476 + 493	✓ 106.24
McMillin Hazen & Co. Knoxville Tenn.		144.00
Hazen and Lettich " " "	484.4 rect.	✓ 49.95
Roney Arnold & Co. " "	489 + 474	✓ 36.00
Goodson & Co. Morrisston Tenn.	488	✓ 24.04
Chapman White Lyon & Co. Knoxville Tenn.	495 + 492	✓ 21.91
Cowan Mc Gill & Co. " "	491	✓ 21.00
W. W. Woodruff & Co. " "	479	✓ 8.99
J. M. Ferry & Co. " "		✓ 27.00
Kesterson Overton & Co. " "		✓ 87.41
Claiborne & Brown. " "		✓ 20.80
Lewis Green. " "		✓ 10.00
John Ball " "		✓ 3.30
Thomas Baker. " "		✓ 27.00
John Green. " "		✓ 2.00
J. S. Snarely. " "		✓ 2.00

Amount of goods bought & Paid for before the Burnout. 918.64

W. S. Robinson Inventory. 1351.73

Cash Put in Store by C. R. Kesterson. 180.80

33 1/3 % profit on \$1618.64 worth of goods sold. 404.66

House. 300.00

amt. of Freight Paid J. R. Ware. 20.10

3847.87

Cash taken out of Store. 918.64

goods sold on a credit. 700.00

1618.64
\$2229.23

Brent Bros Englewood Tenn. 7.80

\$2237.03

150.00
2087.03

Nov 12

'96

Unit of Robinson Inventory

amt. paid for goods up to oct. 3rd.

amt. paid for goods since fire

amt. sold on credit

Cash

amt. paid for freight

and for house

1351.73

71.64

661.94

~~700.00~~

180.80

20.10

31332.1

150.00

3 3 1/3

amt sold on credit

Cash

Freight

House

2013.67

671.22

2684.89

466.66

~~2238.23~~

20.00

150.00

2335.69

"
H. W. H. 38
"

Bills of goods bought and Paid for from Feb 12th 1896
To Oct 3rd 1896.

008 check 439.	J. M. Robinson Norton & Co Louisville Ky	100 00
441	" " " " " "	85 60
442	altshuler & co. " "	15 97
444	The Alms Laetka Co Cincinnati Ohio	16 73
445	Shields Bros Knoxville Tenn	21 69
446	C. M. McClung & Co " "	8 64
449	Hazen and Lotspeach. " "	28 55
450	W B. Belknap & Co Louisville Ky	23 06
452	F. J. Overton. Louisville Ky	17 05
453	J. S. Shields & Co. Knoxville "	21 75
454	Standard Oil Co Louisville Ky	6 42
455	C. M. McClung & Co. Knoxville Tenn	6 85
456	J. R. Wane R.R. agent for ft.	9 00
459	Dick McMillin Knoxville Tenn	9 24
419	Knoxville Provision & Sugar Co	18 91
420	J. R. Wane R.R. agent. for ft.	8 44
424	Islaye Brook Bros Louisville Ky.	28 39
428	Alm Laetka Co. Cincinnati Ohio	28 70
430	Standard Oil Co. Louisville Ky.	6 83
433	M. L. Ross Knoxville Tenn	48 30
434	Gillen and Newman " "	33 47
435	Hazen and Lotspeach. " "	34 88
437	Wagner Wise & Kaichen. Cincinnati Ohio	99 97
438	W B. Belknap & Co. Louisville Ky.	106 88
	Cash Paid to drummers by C. M. McClung	100 00
470	C. M. McClung & Co Knoxville Tenn	4 94
	Ball & Snodgrass.	28 20
	amount coming to Stone on debts.	700 00
		\$1618 64

Bills Paid before
store burnt

"G.W.G. 39"
H

"Honesty, Energy, and Wisdom Never Fail."

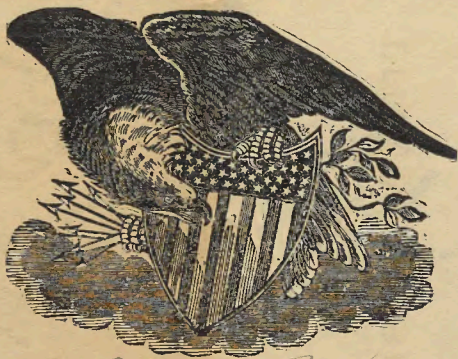
No. 61546

POLICY

OF

The Mutual Benefit Association

OF VIRGINIA.



This Agreement, this day entered into between J. D. Adams
(who is called the insured), and the Lee Lee Division of The Mutual Benefit Association of Virginia, for the County of
State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this Lee Lee Division on account of loss or damage of property that has been assigned to this Lee Lee Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the Lee Lee Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the 24th day of August, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

- No. 1 Dwelling house, located 2 miles west of Leesville
made of frame roof of shingles with 8 rooms veranda 1 porch 2000 condition, insured for \$ 600.00
- No. 2 Smoke house, located 30 ft. west of dwelling
made of logs roof of boards with 1 rooms veranda 1 porch 2000 condition, insured for \$ 75.00
- No. 3 house, located near dwelling
made of frame roof of shingles with 1 rooms veranda 1 porch 2000 condition, insured for \$ 75.00
- No. 4 house, located near dwelling
made of frame roof of shingles with 1 rooms veranda 1 porch 2000 condition, insured for \$ 75.00
- No. 5 house, located near dwelling
made of frame roof of shingles with 1 rooms veranda 1 porch 2000 condition, insured for \$ 75.00
- No. 6 house, located near dwelling
made of frame roof of shingles with 1 rooms veranda 1 porch 2000 condition, insured for \$ 75.00
- 1 piano, \$ 200.00; organ, \$ 200.00, and all household goods within House No. one, including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 200.00

- No. 1 Stable barn, located 100 yds from dwelling 30 wide 60 long 20 high boards roof, insured for \$ 300.00
- No. 2 barn, located near dwelling 30 wide 60 long 20 high boards roof, insured for \$ 300.00
- No. 3 barn, located near dwelling 30 wide 60 long 20 high boards roof, insured for \$ 300.00
- No. 1 crib, located near dwelling 30 wide 60 long 20 high boards roof, insured for \$ 300.00
- No. 2 crib, located near dwelling 30 wide 60 long 20 high boards roof, insured for \$ 300.00
- And all farming utensils within Barn No. one, including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$ 300.00
- horse in Barn No. one valued at \$ 100.00 insured for \$ 100.00
- horse in Barn No. one valued at \$ 100.00 insured for \$ 100.00
- mule in Barn No. one valued at \$ 100.00 insured for \$ 100.00
- cattle in Barn No. one valued at \$ 100.00 insured for \$ 100.00
- cow in Barn No. one valued at \$ 100.00 insured for \$ 100.00

Total amount insured, \$ 1175.00

Have you or any one else other insurance on the above-described property? no If so, for what amount? no And in what company? no

Is the above property encumbered? no If so, for what amount? no

B. H. Kinsaid Pres't. J. D. Adams Gen. Ag't. Ins.

"H. E. H. No 21"



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, Aug 24th 1896
Name, W. B. Young
County, Lee
Payable at the office of Sec'y and
Treas. of Lee Div.
P. O. Address Lee
Kind of Property Lee

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

(Signature for Association.)

, President.

Dated _____, 189 .

No. 1750, 4

"Honesty, Energy, and Wisdom Never Fail."

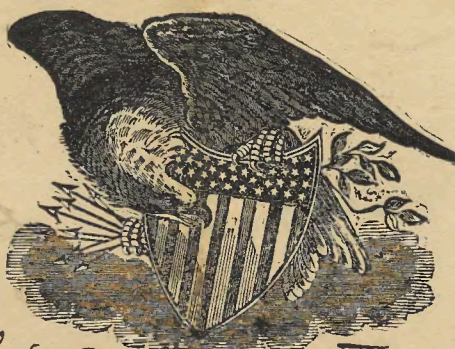
No. 61687

POLICY

OF

The Mutual Benefit Association

VIRGINIA.



This Agreement, this day entered into between

(who is called the insured), and the

Division of The Mutual Benefit Association of Virginia, for the County of

State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this his Division on account of loss or damage of property that has been assigned to this his Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the his Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the 20th day of August, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same, the following-described property:

- No. 1. Stone & Conklin house, located 2 miles E of Caylor Va
made of Frame roof of Shingles with 2 rooms. veranda 1 porch Good condition, insured for \$ 1500.00
- No. 2. Daniel house, located 5-0 ft - E of Stone
made of Frame roof of Shingles with 4 rooms. veranda 1 porch Good condition, insured for \$ 250.00
- No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$
- piano, \$; organ, \$, and all household goods within House No., including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$

- No. 1. barn, located wide long high roof, insured for \$
- No. 2. barn, located wide long high roof, insured for \$
- No. 3. barn, located wide long high roof, insured for \$
- No. 1. crib, located wide long high roof, insured for \$
- No. 2. crib, located wide long high roof, insured for \$
- And all farming utensils within Barn No., including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$
- horse in Barn No. valued at \$ insured for \$
- horse in Barn No. valued at \$ insured for \$
- mule in Barn No. valued at \$ insured for \$
- cattle in Barn No. valued at \$ insured for \$
- cow in Barn No. valued at \$ insured for \$

Total amount insured,

\$ 1750.00

Have you or any one else other insurance on the above-described property? If so, for what amount? And in what company?

Is the above property encumbered? If so, for what amount? \$

B. H. Kinsaid Pres't. J. D. Adams Gen. Ag't. C. R. Kesterson Ins.

"B. H. L."



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, Aug 20th 1896

Name, C. R. Kishner

County, Lee

Payable at the office of Sec'y and

Treas. of Lee Div.

P. O. Address

Summerland Gap Tenn

Kind of Property

Dwelling & Store

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

\$1000.00

"Honesty, Energy, and Wisdom Never Fail."

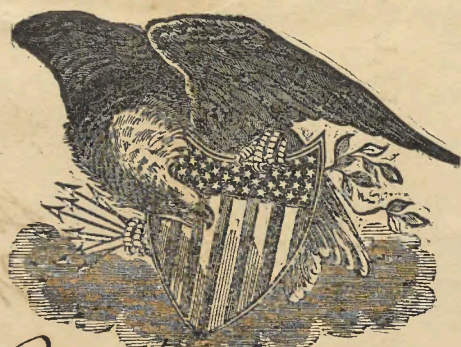
No. 61742

POLICY

OF

The Mutual Benefit Association

VIRGINIA.



This Agreement, this day entered into between

(who is called the insured), and the

 Division of The Mutual Benefit Association of Virginia, for the County of
 State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this his Division on account of loss or damage of property that has been assigned to this his Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the his Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the 1 day of June, in the year 1900, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

- No. 1. Swell house, located 1 mile E of Remington Gap
 made of frame roof of tin with 9 rooms 2 veranda Good porch Good condition, insured for \$ 900.00
- No. 2. Swell house, located 1 mile E of Remington Gap
 made of frame roof of tin with 9 rooms 2 veranda Good porch Good condition, insured for \$ 900.00
- No. 3. Swell house, located 1 mile E of Remington Gap
 made of frame roof of tin with 9 rooms 2 veranda Good porch Good condition, insured for \$ 900.00
- No. 4. Swell house, located 1 mile E of Remington Gap
 made of frame roof of tin with 9 rooms 2 veranda Good porch Good condition, insured for \$ 900.00
- No. 5. Swell house, located 1 mile E of Remington Gap
 made of frame roof of tin with 9 rooms 2 veranda Good porch Good condition, insured for \$ 900.00
- No. 6. Swell house, located 1 mile E of Remington Gap
 made of frame roof of tin with 9 rooms 2 veranda Good porch Good condition, insured for \$ 900.00
- Swell piano, \$ 100.00; organ, \$ 100.00, and all household goods within House No. Swell, including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 100.00

- No. 1. Swell barn, located 1 mile E of Remington Gap wide 10 long 10 high 10 roof, insured for \$ 100.00
- No. 2. Swell barn, located 1 mile E of Remington Gap wide 10 long 10 high 10 roof, insured for \$ 100.00
- No. 3. Swell barn, located 1 mile E of Remington Gap wide 10 long 10 high 10 roof, insured for \$ 100.00
- No. 1. Swell crib, located 1 mile E of Remington Gap wide 10 long 10 high 10 roof, insured for \$ 100.00
- No. 2. Swell crib, located 1 mile E of Remington Gap wide 10 long 10 high 10 roof, insured for \$ 100.00
- And all farming utensils within Barn No. Swell, including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$ 100.00
- Swell horse in Barn No. Swell valued at \$ 100.00 insured for \$ 100.00
- Swell horse in Barn No. Swell valued at \$ 100.00 insured for \$ 100.00
- Swell mule in Barn No. Swell valued at \$ 100.00 insured for \$ 100.00
- Swell cattle in Barn No. Swell valued at \$ 100.00 insured for \$ 100.00
- Swell cow in Barn No. Swell valued at \$ 100.00 insured for \$ 100.00

Total amount insured, \$ 1000.00

Have you or any one else other insurance on the above-described property? No If so, for what amount? None And in what company? None

Is the above property encumbered? No If so, for what amount? None

B. F. Kinsaid Pres't. J. D. Adams Gen. Ag't. Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, Aug 20th 1896
Name, W. P. Gidley
County, Lee
Payable at the office of Sec'y and
Treas. of Lee Div.
P. O. Address, Pennington Gap
Kind of Property, Dwelling

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

No. 1000, 4

"Honesty, Energy, and Wisdom Never Fail."

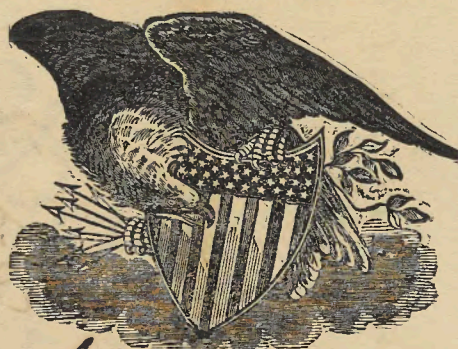
No. 61665

POLICY

OF

The Mutual Benefit Association

OF VIRGINIA.



This Agreement, this day entered into between D. E. Clarkson (who is called the insured), and the Division of The Mutual Benefit Association of Virginia, for the County of State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this Division on account of loss or damage of property that has been assigned to this Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
 2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
 3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
 4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
 5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
 6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
 7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
 8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
 9. That both the Association and the insured shall be governed by the By-Laws of this Association.
 10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
 11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wheresoever situated.
- In Consideration of the above, the insured does, on the 20th day of Aug, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

No. 1. Swill house, located at Turkey Cove P.O.
made of Frame roof of Shingle with 7 rooms 1 veranda 2 porch Good condition, insured for \$ 300.00

No. 2. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$

piano, \$; organ, \$, and all household goods within House No. One, including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 100.00

No. 1. Stable containing 30 yds & Swill 35 ft wide 42 ft long 12 ft high Shingle roof, insured for \$ 300.00

No. 2. barn, located wide long high roof, insured for \$

No. 3. barn, located wide long high roof, insured for \$

No. 1. crib, located wide long high roof, insured for \$

No. 2. crib, located wide long high roof, insured for \$

And all farming utensils within Barn No. 4, including binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$ 200.00

4 horse in Barn No. 1 valued at \$ 100.00 insured for \$ 100.00

horse in Barn No. valued at \$ insured for \$

mule in Barn No. valued at \$ insured for \$

cattle in Barn No. valued at \$ insured for \$

cow in Barn No. valued at \$ insured for \$

Total amount insured, \$ 1000.00

Have you or any one else other insurance on the above-described property? If so, for what amount? And in what company?

Is the above property encumbered? If so, for what amount? \$

B. H. Kincaid Pres't. J. D. Adams Gen. Ag't. Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, Aug 20th 1896
Name D. E. Clarkson
County Lee
Payable at the office of Sec'y and
Treas. of Lee Div.
P. O. Address Turkey Cove
Kind of Property Dwelling

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

\$1000.00

"Honesty, Energy, and Wisdom Never Fail."

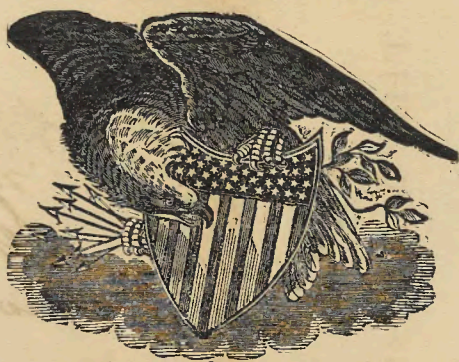
No. 61564

POLICY

OF

The Mutual Benefit Association

OF VIRGINIA.



This Agreement, this day entered into between Mrs. Sarah M. Pennington
(who is called the insured), and the Lee Division of The Mutual Benefit Association of Virginia, for the County of
Lee State of Virginia, Whereby it is agreed:

- That the insured shall bear her pro rata portion of all expenses and loss sustained by the members of this Lee Division on account of loss or damage of property that has been assigned to this Lee Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
- This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
- Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
- That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
- This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
- That should the insured neglect to pay any assessment to meet the loss of property of any member of the Lee Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
- That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
- That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
- That both the Association and the insured shall be governed by the By-Laws of this Association.
- That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
- That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wherever situated.

In Consideration of the above, the insured does, on the 4th day of September, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

No. 1. Dwelling house, located at Occochee,
made of frame roof of shingles 5 rooms 2 veranda 1 porch fair condition, insured for \$ 600.00

No. 2. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$

piano, \$; organ, \$, and all household goods within House No. One, including kitchen furniture,
beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 100.00

No. 1. Stable barn, located 150 yds East of Dwelling, 40 wide 40 long 11 high Shingle roof, insured for \$ 300.00

No. 2. barn, located wide long high roof, insured for \$

No. 3. barn, located wide long high roof, insured for \$

No. 1. crib, located wide long high roof, insured for \$

No. 2. crib, located wide long high roof, insured for \$

And all farming utensils within Barn No. , including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$

horse in Barn No. valued at \$ insured for \$

horse in Barn No. valued at \$ insured for \$

mule in Barn No. valued at \$ insured for \$

cattle in Barn No. valued at \$ insured for \$

cow in Barn No. valued at \$ insured for \$

Total amount insured, \$ 1000.00

Have you or any one else other insurance on the above-described property? If so, for what amount? And in what company?

Is the above property encumbered? If so, for what amount? \$

B. F. Kincaid Pres't. J. Adams Gen. Ag't. Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, *Sept 4th* 189*6*
Name *Mrs Sarah M Cunningham*
County *Lee*
Payable at the office of Sec'y and
Treas. of *Lee* Div.
P. O. Address *Camrila*
Kind of Property *dwelling*

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

No. 500.00

"Honesty, Energy, and Wisdom Never Fail."

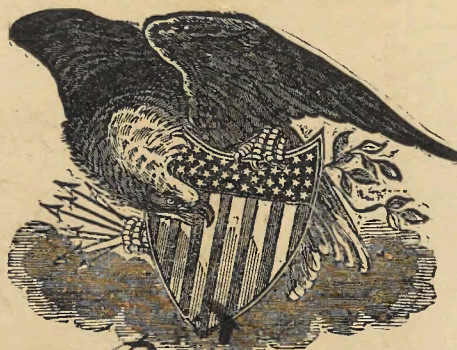
No. 61558

POLICY

OF

The Mutual Benefit Association

VIRGINIA.



This Agreement, this day entered into between

(who is called the insured), and the

E. R. Taylor

Division of The Mutual Benefit Association of Virginia, for the County of
State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this his Division on account of loss or damage of property that has been assigned to this his Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the his Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the 12th day of Sept, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

No. 1. Swell house, located at Burlington Gap
made of Frame roof of Shingle with 8 rooms 2 veranda Good porch Good condition, insured for \$ 500.00

No. 2. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$

piano, \$; organ, \$, and all household goods within House No., including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$.

No. 1. barn, located wide long high roof, insured for \$

No. 2. barn, located wide long high roof, insured for \$

No. 3. barn, located wide long high roof, insured for \$

No. 1. crib, located wide long high roof, insured for \$

No. 2. crib, located wide long high roof, insured for \$

And all farming utensils within Barn No., including binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$

horse in Barn No. valued at \$ insured for \$

horse in Barn No. valued at \$ insured for \$

mule in Barn No. valued at \$ insured for \$

cattle in Barn No. valued at \$ insured for \$

cow in Barn No. valued at \$ insured for \$

Total amount insured, \$ 500.00

Have you or any one else other insurance on the above-described property? If so, for what amount? And in what company?

Is the above property encumbered? If so, for what amount? \$

B. H. Kincaid Pres't. Gen. Ag't. Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, *Sept 19th* 189 *6*
Name *E. R. Taylor*
County *Lee*
Payable at the office of Sec'y and
Treas. of *Lee* Div.
P. O. Address *Punam-glin Gap*
Kind of Property *Dwell*

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, *President.*
(Signature for Association.)

Dated _____, 189 .

\$400.00

"Honesty, Energy, and Wisdom Never Fail."

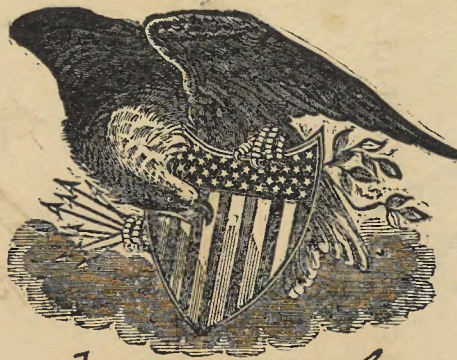
No 61673

POLICY

OF

The Mutual Benefit Association

OF VIRGINIA.



This Agreement, this day entered into between

F. B. & Mary E. Cox

(who is called the insured), and the

Lee

Division of The Mutual Benefit Association of Virginia, for the County of
State of Virginia, Whereby it is agreed:

1. That the insured shall bear their pro rata portion of all expenses and loss sustained by the members of this Lee Division on account of loss or damage of property that has been assigned to this Lee Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the Lee Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the 20th day of August, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

- No. 1. Dwelle house, located 2 1/2 miles E of Pennington Gap
made of frame roof of Shingle with 6 rooms 3 veranda Good porch condition insured for \$ 400.00
- No. 2. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$
- No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$
- piano, \$; organ, \$, and all household goods within House No., including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$

- No. 1. barn, located wide long high roof, insured for \$
- No. 2. barn, located wide long high roof, insured for \$
- No. 3. barn, located wide long high roof, insured for \$
- No. 1. crib, located wide long high roof, insured for \$
- No. 2. crib, located wide long high roof, insured for \$
- And all farming utensils within Barn No., including binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$
- horse in Barn No. valued at \$ insured for \$
- horse in Barn No. valued at \$ insured for \$
- mule in Barn No. valued at \$ insured for \$
- cattle in Barn No. valued at \$ insured for \$
- cow in Barn No. valued at \$ insured for \$

Total amount insured,

\$ 400.00

Have you or any one else other insurance on the above-described property? If so, for what amount? And in what company?

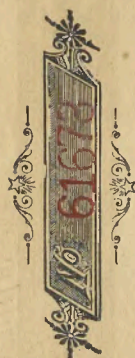
Is the above property encumbered? If so, for what amount? \$

B. F. Kincaid Pres't.

J. D. Adams

Gen. Ag't.

Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, *Aug 20th 1896*
Name, *P.B. & M.E. Cox*
County, *Lee*
Payable at the office of Sec'y and
Treas. of *Lee* Div.
P. O. Address *Zide*
Kind of Property *Gravel*

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

"Honesty, Energy, and Wisdom Never Fail."

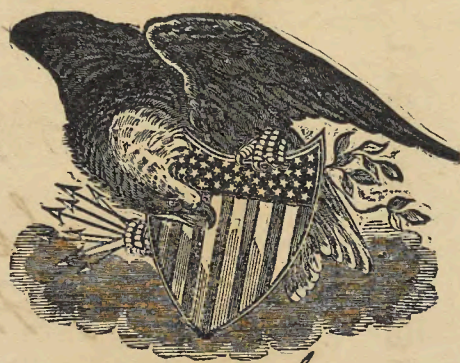
No. 61565

POLICY

OF

The Mutual Benefit Association

VIRGINIA.



This Agreement, this day entered into between Jeff Pennington
(who is called the insured), and the Lee Division of The Mutual Benefit Association of Virginia, for the County of
Lee State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this Lee Division on account of loss or damage of property that has been assigned to this Lee Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the Lee Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, whores ever situated.

In Consideration of the above, the insured does, on the 14th day of September, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following described property:

No. 1 Dwelle, house, located St. Acworth
made of Frame roof of Shingle with 3 rooms 1 veranda 1 porch good condition, insured for \$ 150.00

No. 2 Store, house, located St. Acworth
made of Frame roof of Shingle with 2 rooms 1 veranda 1 porch 11 condition, insured for \$ 100.00

No. 3 house, located St. Acworth
made of Frame roof of Shingle with 2 rooms 1 veranda 1 porch 11 condition, insured for \$ 100.00

No. 4 house, located St. Acworth
made of Frame roof of Shingle with 2 rooms 1 veranda 1 porch 11 condition, insured for \$ 100.00

No. 5 house, located St. Acworth
made of Frame roof of Shingle with 2 rooms 1 veranda 1 porch 11 condition, insured for \$ 100.00

No. 6 house, located St. Acworth
made of Frame roof of Shingle with 2 rooms 1 veranda 1 porch 11 condition, insured for \$ 100.00

piano, \$ 50.00; organ, \$ 50.00, and all household goods within House No. One, including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 50.00

No. 1 barn, located St. Acworth wide 10 long 20 high 10 roof, insured for \$ 100.00

No. 2 barn, located St. Acworth wide 10 long 20 high 10 roof, insured for \$ 100.00

No. 3 barn, located St. Acworth wide 10 long 20 high 10 roof, insured for \$ 100.00

No. 1 crib, located St. Acworth wide 10 long 20 high 10 roof, insured for \$ 100.00

No. 2 crib, located St. Acworth wide 10 long 20 high 10 roof, insured for \$ 100.00

And all farming utensils within Barn No. One, including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$ 100.00

horse in Barn No. One valued at \$ 100.00 insured for \$ 100.00

horse in Barn No. One valued at \$ 100.00 insured for \$ 100.00

mule in Barn No. One valued at \$ 100.00 insured for \$ 100.00

cattle in Barn No. One valued at \$ 100.00 insured for \$ 100.00

cow in Barn No. One valued at \$ 100.00 insured for \$ 100.00

Total amount insured, \$ 300.00

Have you or any one else other insurance on the above-described property? Yes. If so, for what amount? \$100.00 And in what company? Lee

Is the above property encumbered? Yes. If so, for what amount? \$100.00

B. F. Kissel Pres't. J. D. Adams Gen. Ag't. Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, *Sep. 14th* 189*6*
Name, *Jeff. Pennington,*
County *Lee*
Payable at the office of Sec'y and
Treas. of *Lee* Div.
P. O. Address *Accomita,*
Kind of Property *Shed &c*

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered
by this Policy, is hereby assigned to _____, subject
to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of
property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

80000

"Honesty, Energy, and Wisdom Never Fail."

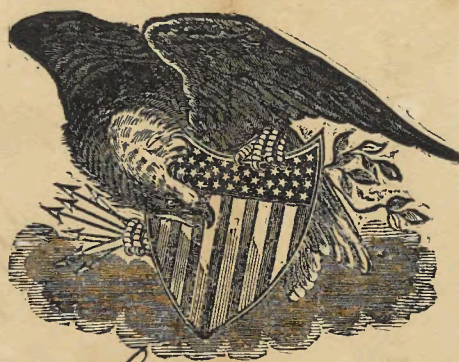
61563

POLICY

OF

The Mutual Benefit Association

OF VIRGINIA.



This Agreement, this day entered into between M. R. Gitty,
(who is called the insured), and the Lee Division of The Mutual Benefit Association of Virginia, for the County of
Lee State of Virginia, Whereby it is agreed:

1. That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this Lee Division on account of loss or damage of property that has been assigned to this Lee Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the Lee Division, that at noon of the thirtieth day after the Agent's notices have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of any such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or member of this Association, whoresover situated.

In Consideration of the above, the insured does, on the 12th day of September, in the year 1896, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

No. 1. Dwelling house, located One mile South of Cunningham Gap
made of 7 Log roof of Shingle with 7 rooms 1 veranda 2 porch good condition, insured for \$ 700.00

No. 2. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 3. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 4. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 5. house, located
made of roof of with rooms veranda porch condition, insured for \$

No. 6. house, located
made of roof of with rooms veranda porch condition, insured for \$

piano, \$; organ, \$, and all household goods within House No. one, including kitchen furniture,
beds and bedding, wearing apparel, carpets, books, paintings, &c., and all goods usual in dwellings. Insured for \$ 100.00

No. 1. barn, located wide long high roof, insured for \$

No. 2. barn, located wide long high roof, insured for \$

No. 3. barn, located wide long high roof, insured for \$

No. 1. crib, located wide long high roof, insured for \$

No. 2. crib, located wide long high roof, insured for \$

And all farming utensils within Barn No. including binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$

horse in Barn No. valued at \$ insured for \$

horse in Barn No. valued at \$ insured for \$

mule in Barn No. valued at \$ insured for \$

cattle in Barn No. valued at \$ insured for \$

cow in Barn No. valued at \$ insured for \$

Total amount insured, \$ 800.00

Have you or any one else other insurance on the above-described property? If so, for what amount? And in what company?

Is the above property encumbered? If so, for what amount? \$

B. F. Kinscald Pres't. J. D. Adams Gen. Ag't. Ins.



THE
MUTUAL BENEFIT
ASSOCIATION
—OF—
VIRGINIA.



Date, *September 13 1896*
Name *M. R. Gilly,*
County *Lee*
Payable at the office of Sec'y and
Treas. of *Lee* Div.
P. O. Address *Pennington Gap,*
Kind of Property *Dwell H*

TO THE MEMBERS.

1. If you sell your property, do not fail to give immediate notice to the Treasurer of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Treasurer, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the General Agent can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the General Agent or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the General Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The General Agent or the Director may at any time lower the amount on this policy, but you are insured for the full amount on this policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the General Agent, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Directors of this Division, this policy is null and void, all of which is hereby agreed to by the insured.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of _____, as owner of property covered by this Policy, is hereby assigned to _____, subject to the consent of the President of this _____ Division.

(Signature of the Insured.)

Dated _____, 189 .

NOTE.—To secure mortgagees, if desired, the policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST.

I hereby consent that the interest of _____, as owner of property covered by this Policy, be assigned to _____.

_____, President.
(Signature for Association.)

Dated _____, 189 .

C. R. Kesterson,

vs

B. F. Kincaid et al.

BRIEF FOR DEFENDANTS KINCAID & OTHERS.

The Record in this cause is voluminous, and we will not attempt any detailed statement of the Pleadings and Evidence, but will deal chiefly with the law of the case. In doing this, however, we will, of course, have to refer frequently to the facts.

I.

There can be no recovery by the Plaintiff on the ground of contract. It is proved, and indeed, conceded, that all parties to this suit believed that the Lee Division of the "Mutual Benefit Association" was to be a corporation, and that the idea of a partnership was never contemplated by any of them. And it is a part of the Plaintiff's case, as set up in the bill, that no such corporation existed. It is clear that no such corporation could have existed; and this being true, the defendants cannot be held liable as members of an incorporated company. It was decided by this Court in the action of assumpsit brought by Kesterson on the Policy sued on in this suit, that no de facto corporation could exist without the possibility of one de jure.

See on this point 1 Thomp. Corp. Sec. 505, which is as follows:

"There can be no corporation de facto unless there is a possibility of one de jure.-i. e., unless there is a law under which the corporation might exist, and if none the non-existence of the corporation may be set up in a collateral proceeding.

It is an easy step from this view to the general rule that to establish the existence of a de facto corporation a charter or law authorizing the existence of the corporation must be shown, and

user thereunder."

If, then, there could not have been any corporation, there could not have been any corporate contract.

We have stated, but think it well to repeat, that it is conceded in the bill, and proved in the depositions, that only a corporate contract was intended. That being true, there was no contract liability on the would-be incorporators. No partnership was intended, and as between the parties themselves the intention is decisive of the question of partnership.

"Whether the association of several persons in business constitutes a partnership as between themselves depends upon their intention as legally ascertained. XXX-and if their contract is inconsistent with the partnership relations, they are not partners, even though they may have so called themselves."

(See Am. & E. Enc. Vol.17, pp. 832-833; also p. 866.)

The signature of Kincaid to the policy had no effect. Kesterson's Clerk paid for the policy and says he did so because he recognized Kesterson's signature to the application. No evidence that Kincaid knew Kincaid's signature, and, as Kincaid's signature was not on the policy, he did not pay for the policy on Kesterson's signature, which Morris himself had solicited and obtained.

(c) Kesterson was bound by the conditional arrangement made at the meeting in Jonesville on August 24th, 1906.

If there is any fact proved in this case, the fact is proved that there was an agreement in the meeting on the day just mentioned to the effect that the organization was not to be complete and

II.

But it is contended that there is a liability on Defendants by an estoppel arising out of their conduct.

We submit that the principle here invoked by plaintiff has no application.

(a) If Kesterson had been a stranger (e. g. a builder contracting with the so-called ^{Association} to erect an office) the case would be a different one to deal with, for the parties would then be dealing on unequal terms. But he was not a stranger. He was himself one of the Charter Members (See Sec. 18, p. 12, printed By-laws.) He had every means of information that the others had. It was to be a mutual concern, and he can't even state his case, without alleging his membership therein.

(b) Kesterson was not misled by the Defendants. They did nothing to induce him to apply for membership. Morris, Dixon and Rutledge misled all the charter members, Kesterson included. We invite a careful examination of the Record for any evidence that the Defendants were responsible for Kesterson's membership in this concern. The signature of Kincaid to the policy had no effect. Kesterson's Clerk paid for the policy and says he did so because he recognized Kesterson's signature to the application. No evidence that Johnson knew Kincaid's signature, and, as we now recollect, none that he even noticed Kincaid's name to the policy. He paid Morris for the policy on Kesterson's signature, which Morris himself had solicited and obtained.

(c) Kesterson was bound by the conditional arrangement made at the meeting in Jonesville on August 24th, 1896.

If there is any fact proved in this case, the fact is proved that there was an agreement in the meeting on the day just mentioned to the effect that the organization was not to be complete and

the policies not to take effect until the \$100,000.00 of applications had been secured. This was a perfectly valid agreement (See *Cash on Corp. Secs. 83-176*.) and we contend that Kesterson was bound by it; wherein consider,

1st. He testifies that he does not know whether he got notice of the meeting or not; but that he would not have attended if he had gotten the notice; that he decided not to go into the concern, and would not have done so if his clerk had not paid for the policy in his absence. Under these circumstances, equity will treat his conduct as a waiver of notice. His course shows both unfairness and negligence, neither of which qualities will be tolerated in equity. He has asked the aid of a court of equity, and he must subject himself to the rules prevailing in that forum.

"Nothing can call forth this court into activity but conscience, good faith, and reasonable diligence." (1 Pom. Equity Sec., 419.)

If he got the notice, as he doubtless did, or if he is treated as having waived the notice, he is bound by what the meeting did.

"Constructive notice, properly so called, is the knowledge which the courts impute to a person upon a presumption so strong of the existence of the knowledge that it cannot be allowed to be rebutted, either from a duty to know, imposed by the law, or from his knowing something which ought to have put him upon further enquiry, or from his wilfully abstaining from enquiry to avoid notice."

(See 16 A. & E. Enc., p. 791. The above quotation is from the text. See also notes to the text.)

2nd. He says the defendants are partners. If so, he is one of the partners, and their acts in the aforesaid meeting are binding on him.

III.

Kesterson is the party who is estopped in this case.

(a) He applied for membership before organization and at the solicitation of Morris who told him the company was to be chartered.

(b) It was on this application, in the hands of Morris, that Kesterson's clerk attempted to close the contract.

Kesterson therefore attempted to deal with a corporation, and he is estopped from relying on the individual liability of Kincaid and others.

"If the contract is such as recognizes the liability of the corporation, and it and other admissible evidence taken as a whole show that at the time the contract was made the plaintiff understood that he was contracting with a corporation and for a corporate liability, then the better view in our judgment is that he cannot recover, both because he is estopped by his contract, and because to permit his recovery as against a partnership is to give him the benefit and to impose on his adversaries the burden of a different contract from that which both he and they intended should be executed."

(See copious note to People vs Monticito Water Co., 33 Am. Stt Rep. p. 176, discussing this subject fully and citing many cases.)

"If an association assumes to enter into a contract in a corporate capacity, and the party dealing with the association contracts with it as if it were a corporation, the individual members cannot be charged as parties to the contract, either severally or jointly, or as partners."

(2 Morawetz Corp.- Sec. 748.)

The only possible answer for plaintiff to make to these authorities is that we have already cut him off from any recovery against defendants as a corporation, by showing that there was never any corporation either de jure or de facto.

There is a line of cases which, if not properly distinguished from the one at bar, might seem to give coloring to such an answer. These cases hold that where the pretended corporators could not legally become a de jure corporation, then the members are liable as partners. But in all those cases it will be found that the underlying principle is illegality of the purposes of the corporation mixed with fraud on the part of the pretended incorporators. Moreover, the principle invoked by plaintiff to hold defendants liable as partners cannot apply in any sense in this case because the plaintiff was one of the charter members of the would-be association. The authority upon which they will have to rely is properly stated, we think, in paragraph 3 of Section 2992 of 3 Thomp. Corp. as follows:

"This principle of estoppel cannot be opposed against the creditor by the stockholders, where the pretended corporation is one which cannot exist at all under the laws of the State,- as where the formation of corporations to carry on the business of the particular corporation is prohibited by the statute law, or by the public policy of the State implied from its statute law." *There was nothing illegal or contrary to the policy of the State in the contract in the case at bar.*

We submit therefore, that this principle does not aid the plaintiff, as will be the more apparent from the following:

"Where one subscribes to the capital stock of a corporation to be organized in the future, it is upon condition that the charter shall be legal, and according to the requirements of law. Hence, he may set up the illegality of the incorporation, in defense to an action to ^{re}cover his subscription, unless he has waived the irregularity, or is himself responsible, in whole or in part for the irregularity. Nor, after the incorporation has incurred liability to innocent third parties will a subscriber, who has allowed his name to remain on the list of stockholders and himself

to be held out to the world as a stockholder, be permitted to set up the irregularity of the incorporation." (Lile's Notes on Corp. p. 132.)

IV

The alleged contract is void because there was no consideration therefor.

In a contract of mutual insurance there are two partial considerations. The first is the premium paid, which is only a nominal sum, simply for the purpose of paying officers, and managing the organization. *But in this case the promoters took all the premiums collected* The second and real consideration is the agreement on the part of the assured to contribute his pro-rata share of any loss which may occur to other members of the association. In the present case, we find that Kesterson has given neither of these considerations. By examination of the receipt for the money paid by him, it will be seen that it was paid to the "Mutual Benefit Fire ~~xxxxxxxxxxxx~~ Insurance Association". It may be said that this was simply a mistake, and that it was intended to be paid to the "Mutual Benefit Association". Whether this be so or not, we can not tell. The fraudulent agents who worked the County certainly had two sets of papers, and they may have had some very good reason for having the money paid to one association or alleged association, and issuing the policies in the name of another association; however, there is no way to prove that the money paid by Kesterson was paid to the "Mutual Benefit Association". He produces the receipt which was given to him upon the payment of the money, and this receipt shows that it was paid to the "Mutual Benefit Fire Insurance Association", and there is no evidence in the record to contradict this receipt.

But, as before stated, this was not ^{the} real consideration for the contract. None of the defendants ever got any part of the said money, and so far as they are individually concerned, even if the money had been paid to the "Mutual Benefit Association", it would have been no consideration whatever upon which they as individuals could have been held. Now let us look at the other part of the supposed consideration. Clause One of the policy sued on provides:

"That the insured shall bear his pro rata portion of all expenses and loss sustained by the members of this Lee Division on account of loss or damage of property that has been assigned to this Lee Division, by fire, lightning, or wind-storm of any description. Likewise the said Association shall pay to the insured, within thirty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or wind-storm of any description."

This is the only clause in any of the papers which makes Kesterson liable to any one else on account of loss by fire. Now, what does he become liable for? For his pro rata share of any loss on account of property that has been assigned to this Lee Division. What property has been assigned to this Lee Division? At the end of clause 11 of the policy occurs the following: "In consideration of the above, the insured does on the 20th day of August in the year 1896 at 12 o'clock noon, become a member of said association, assigning to the same the following described property", and then follows a list of the property assigned. Now, until a person signs one of these policies, he is not a full fledged member of the Association, and has not assigned any property to it, and clearly could not recover on the policy. Now, the evidence shows that only two policies out of the whole alleged number were ever signed by the insured, viz: the policy of Kesterson himself, and that of old man Grabeel. None of the other defendants ever signed their policies, and, therefore, Kesterson never became liable to any of them unless it be Grabeel for any loss which any of them might sustain. As Kesterson never became liable to any of them, it is clear that he can not hold them liable to him, unless, indeed, it be old man Grabeel. In other words, the contract or alleged contract lacks mutuality. It is not necessary to cite authorities on this subject; the Virginia Reports are full of cases; and it is a perfectly well settled principle, that where one of two parties to a contract is not bound

the other party is likewise not bound. We have before stated that there can be no possible recovery against any of the defendants, unless it be against Grabeel, on the ground which we are now discussing, namely, the lack of consideration. This point does not apply to Grabeel, but it makes his defense on other points very much stronger. That is to say, the Court will, in our judgment, hesitate a long time before holding a man to a liability of \$700. or \$800., who had intended to contract for a liability of only \$7.00 or \$8.00 and who never had the remotest idea that he was contracting for anything more than a liability of seven or eight dollars.

V.

The defendants are not liable, because they entered in to the contract or alleged contract under a mutual mistake.

It is not denied that all of the parties, Kestener included, supposed that said alleged agents were representing a bona fide corporation, and that they, after organizing, would become members of a corporation; and it is not denied that there was no such corporation either de facto or de jure. ^{Not} By this mistake, the defendants were no more to blame than Kesterson. They were all deceived and defrauded by said alleged agents. We can not conceive of a plainer case of mutual mistake. See Pomeroy's Equity Jurisprudence, Sec. 838 et seq..

VI

The alleged contract is void, because of overvaluation of property insured by plaintiff.

Section 9 of the By-laws provides: "But the insurance written must not exceed one-half of the cash value of such store-house and stock of goods". According to Kesterson's own testimony, the amount written on the store-house and stock of goods was about three-fourths of their actual cash value; and, according to others, it was fully equal to the fair cash value. It is well settled that such overvaluation renders the contract void. See May on Insurance, sections 373 to 375. That the insured is bound by the by-laws, see Heyden vs

We submit that any of the foregoing six reasons are sufficient to prevent the plaintiff from recovering.

Respectfully submitted

Pennington Brothers
Bulfinch & Kelz
Atty's for Defs.

P. S. We attach hereto a brief brief prepared by Pennington Bros. which we think conclusive on the point discussed.

See over.

In reply to the brief of Judge Duncan we desire to say ~~to~~ notice one point viz: He lays much stress on the conduct of Kincaid and others after the fire. We submit that the evidence of what was done after the fire is inadmissible because what the parties then did was in an effort to compromise. Again, what they then did cannot work an estoppel because their conduct ~~before~~ after the fire could not and did not work any injury to plaintiffs.

B.F. Kincade et als. defst.

ads.

Part of Brief of defts.

C.R. Kesterson. comt.

If the defendants are liable in this cause, it must be on account of a contract, either express or implied, with the complainant. The defendants deny any contract with the plaintiff, and therefore not liable to him for any of his losses.

I. The requisites of an executory contract are: (1). Competent parties: (2). A lawful subject-matter: (3). A valuable consideration: and (4). Mutual Assent.

3 *mis. 115*

In this case the parties, both plaintiff and defendants were competent to contract with each other, and it was lawful for them to undertake to insure each other against the casualties set out in the policy. But we deny there was any valuable consideration moving from the plaintiff to the defendants, or to another at their request, or that there was mutual assent on the contract sued on. The plaintiff's contract sued on is not under seal: so a valuable consideration is not conclusively presumed, - it may be disproved. The premium paid by plaintiff was paid to the promoters of this organization, without the knowledge or consent of the defendants.

Nor, was the plaintiff bound in any way to contribute to the losses of any of the defendants, if they had suffered losses, until after he had signed his Policy, which he did not do, according to his own testimony, until after the third Monday in Sept. 1896: for he says he did not sign it until about a week or ten days before the fire, which occurred on Oct. 4th. 1896. The said Monday was court day and according to calendar for that year was the *21st* day of the month. We think it is conclusively shown that the organization of the company was not completed on August 24th. 1896, but was deferred to the third Monday in Sept. 1896, at which time some of the applicants met, the promoters not appearing, the whole scheme was abandoned, and nothing more ever done towards *+ perfecting* completing the organization. - a perfect right which said defendants had, irrespective of the will or wishes of said complainant, as he had not up to that time *ch*osen to share "oot luck" with them: so when he afterwards signed his policy and accepted its terms, the minds of the defendants had dissented from the scheme. Therefore, there was no Mutual assent

to the same thing at the same time.-no concurrence of wills. When the defendants were willing to enter into the scheme, the plaintiff was not, and when he was willing to enter into the ~~ske~~ scheme the defendants were not willing.

Pennington Bros

Bullin & Kelly

C.R. Kesterson

vs / Brief for Defendants

B.F. Kincaid et al.

C.R. Kesterson

vs.

B.F. Kincaid et als.

This is a suit for the specific execution of a contract of Mutual Insurance, and to collect from persons mentioned in the bill and proceedings, acting together as an Insurance Company, either as a Corporation de facto or de jure, or as a Partnership, the loss sustained by the Complainant, by the burning of his store house and its contents which said store house and contents, were, as he alleges, insured by said defendants, styling themselves as the Lee Division of the Mutual Benefit Association of Virginia.

The defendants, ~~on the large majority of them~~, by joint answer, deny any and all liability to the plaintiff, because, as they say, the intention was to organize a Mutual Insurance Association under a charter, and that the organization was never completed.

The bill alleges, and the proof shows, that on the 24th day of August 1896, certain persons met together in the town of Jonesville and organized themselves into a Mutual fire Insurance Association, under the name and style of the Lee Division of the Mutual Benefit Association of Virginia, the object and purpose of which was the insurance of property in Lee County against loss by fire, lightning or windstorm; that said Association at said meeting, elected a full complement of officers, consisting of a president, secretary and treasurer, a general agent and five directors, one for each magisterial district and adopted a code of by-laws; that after doing all this, after fully completing said organization, so far as the public could see; they at once proceeded to issue policies of Insurance, placed them in the hands of their agents for delivery, and that among the policies thus issued was one to the complainant in this case.

The complainant in this case was an applicant for insurance in said association, he was one of the original applicants, he had made his application before said association was formed or organized, but in contemplation of its organization, and after it was organized and said policy signed by the president, it was delivered to him by the agent intrusted with that duty, and to said agent he paid the premium or membership fee, ~~to said agent~~. This delivery and acceptance of said policy was without qualification or condition of any kind.

qualification or conditions of any kind. Neither was there any limitation of, or on the liabilities imposed by the policy thus delivered.

Morris, who delivered the policy was the agent of the Lee Division of the Mutual Benefit Association who had entrusted him with the same to be delivered and they are bound by his acts.

The policy thus delivered constitutes the contract between the Insurer and the Insured. Both are bound by ^{it} each must comply with its terms.

An examination of the application, by Mr. Kesterson dated July 25th 1896, for insurance, discloses the fact that he applied for insurance on two pieces of property: 1st Storehouse and contents valued at \$1500.00 2nd. Dwelling house situated fifty feet east of storehouse valued at \$250.00. This application and the valuations therein made were afterwards approved, as appears by an endorsement thereon, by V.G. Bales, the director of Rose Hill District, in which said property was located.

Upon this application thus made, a policy issued to Mr. Kesterson, properly signed by the President, on the 24th day of August 1896, as the proof shows, which was delivered to him on the 26th day of August 1896, by the Agent Morris, who collected from him, the premium or membership fees.

This delivery, as before stated, was absolute and unconditional. And ~~it~~ its acceptance bound Mr. Kesterson to comply with all its conditions and to assume all the liabilities imposed by it, as its delivery bound the Insurer to likewise comply with its terms and bear its burdens.

The consideration moving from Kesterson, ^{the premium paid and} the liability was the liability which he assumed, to bear his pro rata portion of all expenses and loss sustained by the Lee Division of the Association on account of loss or damage of property that had been assigned to said division, by fire, lightning or windstorm of any description. The liability of the association to him was to pay to him the amount of his loss, within 30 days after the Treasurer had received notice of such loss, provided the loss sustained did not exceed the amount of insurance. Thus it is seen that the duties liabilities and obligations are and were mutual. These duties, liabilities and obligations were voluntarily assumed, they are not against law or the policy of the law, and ought to be, and must be kept. The fact that the parties intended to form a corporation, and thought their associa-

was regularly chartered, does not in anyway effect their liability, nor does it relieve them from the obligations imposed by the contract with Mr. Kesterson. Their undertaking was to insure the property mentioned in the policy from loss by fire, lightning or wind storm, they had the right to do this as individuals, or as a company, without a charter.

And doing it in this way, all we have to look to, as constituting the law of their undertaking, is the policy itself and the by-laws adopted for their government.

16. Am. & Eng. Encyclopedia pp 27 & 30.

If the association is voluntary, that is unincorporated, the by-laws and the contract are the means by which the contract is to be construed, in other words they measure and define the obligations and duties of each of the contracting parties.

The contract of insurance in this case is in no way varied or affected by the fact that the insured is a member of the insurance company, a contract of insurance made by a mutual insurance company with one of its members, is equally binding as if made with a stranger.

See Am. & Eng. Ency. page 32, and note 3 & cases cited

In one of the cases there cited, Hays v. Lycoming F. Ins. Co. 98. Pa. St 184 the court among other things said "If payment is refused, he (the insured) must pursue his ordinary legal remedies, and to him attaches none ~~of~~ ~~the~~ of either the rights or disabilities of membership".

Of the general principles herein asserted there can be no question, and it only remains necessary to inquire whether the persons mentioned as defendants, or any of them, acting under the name of the Lee Division of the Mutual Benefit Association of Virginia, for the County of Lee made a binding contract with Mr. Kesterson, by which they agreed to insure his property, mentioned and described in the policy, on account of loss or damage from fire, lightning or wind storm of any description.

To do this resort must be had to the proofs offered, tending to support the contention of each side. In the presentation of this testimony, regard will be had, not so much to the order of its introduction, as to its bearing upon the issue sought to be established.

FIRST: The first piece of testimony to which we desire to call attention, is a copy of the charter and the amendment thereto, granted by the Circuit Court of the City of Richmond to The Mutual Benefit Association

It may, ~~or~~ or it may not be true that the Lee Division of the Mutual Benefit Association of Virginia, which insured Mr. Kesterson's store house and its contents, from damage or loss by fire &c. was operating under this charter, but certain it is, that the Agents, Dixon, Morris and Rutledge, who solicited and got up the applications for insurance, which formed the basis upon which the organization of the 24th day of August 1896, was made, were operating under the authority of said charter, and it is fair to presume that said Defendants along with said Agents, believed that said charter gave them ample authority to do what they did, ~~and~~ ^{But} whether it did or did not, does not lessen the liability of the insurer in this case, as said insurer is bound whether acting as an incorporation or as individuals, but it does ^{perhaps} affect the matter of assessment and payment, making said assessments, pro rata, on the amount of insurance taken, or applied for.

SECOND: A copy of the By-Laws, adopted on the 24th day of August 1896. These by-laws are a perfect code of rules and regulations of the Association, prescribing the duties, liabilities and conduct of the Association and the members and defining the relation between the association and its members - - between the Insurer and the Insured, and providing the time and means of the payment of losses resulting from, fire lightning or wind storm of any description.

THIRD: The Policy, or certificate of membership issued and delivered to Mr. Kesterson. By this policy, said Association agreed and bound itself to pay to Mr. Kesterson, within thirty days after notice to the treasurer, all damages to the property therein described by fire, lightning or wind-storm of any description. This policy contains no conditions of organization or want of organization, it is absolute upon its face, and contains ^{with the By-Laws} all the stipulations and conditions to which it can be subjected, nor can it in any way be varied, modified or explained by parol testimony. The issuance, delivery and acceptance of this policy estops the defendants from denying that they issued said policy, it estops them from denying that they had authority to issue it, and by it they are estopped from denying that they are bound by it. They are likewise estopped from claiming that the association was regularly organized, or from claiming that there ^{were} ~~was~~ conditions attached to said organization.

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There is, as heretofore stated, no conditions to said policy, and even if conditions were talked of in the meeting of August the 24th 1896, even if it had been determined by those present that policies should not be come binding until ~~\$100,000.00~~ \$100,000.00 of applications for insurance had been obtained, this condition was waived by the issuance of said policy, and its delivery ~~was~~ to the agent, Morris, to be delivered to Kesterson. Kesterson was misled by the defendants, to his injury, he parted with his money, the premium or membership fee, he rested on said policy as a valid insurance, and was thereby prevented from insuring his property in another company. He never parted with his money until the policy was issued signed and delivered to him, and when delivered, then the payment of said premium was made, on the policy, but by virtue of said ~~his~~ Kesterson's name signed to the application, this signature bound Kesterson to pay said premium when the policy was issued, the conditions under which the money became due had occurred, i-e the policy had been issued his property was insured, the premium or membership fee was due, and Johnson did right to pay it, but he likewise did right in first examining the signature to said application, to see whether or not it was genuine.

The payment was for the policy, that is what he kept, not the signature. It may be said that the defendants did not themselves get this money ~~paid~~ paid as premium or membership fee: They are estopped from saying so, because the payment was to their agent, to one whom they had entrusted the policy for delivery, to one they had put in a condition to collect the

money by entrusting him with the policy; *and to one they had agreed should have said money in payment for his services.*

FOURTH: The voluminous evidence of the organization and acts of the defendants. Did they organize? They met together, they elected a president Secretary and treasurer, a local or general agent, and a director for each of the Magisterial Districts in the county, they then adopted a code of by-laws. What else is, or was necessary to complete and perfect the organization? After doing this, according to their ~~own~~ testimony, they had a report of the amount of applications, whether correctly made or not, does not matter, they received it and acted upon it, because at once they proceeded to issue and sign the policies by their duly elected president and give them to the agents for delivery to the applicants.

If, \$100,000.00 of applications was talked of, in said meeting, as the

minimum, that was waved by the fact of the adoption of the by-laws and the issuance of policies after knowing that said \$100,000.00, had not been raised, in other words, it was an acceptance of the amount so reported as and for the amount required, and a going into business on that amount. Again even admitting that \$100,000.00 was made the minimum amount upon which business was to be begun, they are now estopped from saying ~~that~~ ~~because~~ ~~they~~ that, that sum was not raised because they went in to business and issued said policies, and they will not now be permitted to say that they were issued without authority, or upon a condition that is not mentioned in them. But the truth is that there was no such condition, the minutes of that meeting states no such condition, Frank Wilson gives the key note to that \$100,000.00 proposition, when he says, "We asked ^{them} (the agents) to turn it over to us and they claimed the right to go on and raise larger amounts, because they had been at so much expense &c, and we gave them the right to go as high as \$100,000.00 or even to \$125,000 but on all over \$100,000.00, we, the association, were to have one half the premiums." Again, the amount reported by the agents, and accepted without verification or question, was \$92,000.00, and afterwards, said agents did raise some \$12,000.00 thus going beyond the \$100,000.00, if we hold as I claim we must, said parties bound by their acceptance of the applications then obtained at \$92,000.00. But however this may be, whether there were conditions known among themselves or not, Kesterson is not affected by them, because there were no conditions in his policy and no conditions reported or made known to him by said agent when he delivered said policy.

Fifth: The conduct of said defendants, through their officers, after they were made acquainted with the fact that Mr. Kesterson's store house and its contents had been destroyed by fire. This evidence is especially valuable, as utterly disproving the present ~~condition~~ contention of the defendants, that they were not to be bound by their policies until \$100,000.00 of applications had been obtained. Let us examine this conduct for a short time. Kesterson's store was burned on Saturday night, on Sunday, the first thing we hear, is E.F. Kincaid, the president of said association, by his wife, ^{sending} ~~sending~~ for V.G. Bales the director of the District in which said property was located, to go and see about it. Early Monday

morning, before the embers had cooled, we find V.G. Bales, the Director of the district in which said insured property was situated, in company with W.E. Wynn, the secretary and treasurer of said Association, on the ground investigating said loss and trying to ascertain the damages sustained. They were met there by Mr. Kesterson at their request, not at his. They then and there asked him to furnish them with the amount of his loss, they requested him to meet them at Jonesville on a day fixed which he did, they ask^d him for further evidences of his loss, and appointed another day for a meeting between them and him at Walnut Hill, and also appointed a committee consisting of the president, Mr. Kincaid, the director of the Rose Hill District, Mr. Bales, the Director of the White Shoals District, Mr. Grabeel and the Secretary and Treasurer, Mr. Wynn, to confer and attempt to adjust this loss, and during all this time, not one single word is said about the invalidity of the policy, not one word is said about the failure of organization, not one word is said about said policy having been delivered on condition that it was not to be operative until \$100,000.00 of insurance had been effected. This claim was never made until this suit was brought. This defense is evidently an after~~the~~ thought. If intended to be relied upon, it should have been made at the first opportunity and before they put Mr. Kesterson to the trouble and expense of meeting them at Jonesville and Walnut Hill, and the trouble and expense of getting up ~~additional~~ evidence of his losses.

It was only on the theory that the policy was valid, that the association was duly organized, and that said policy had been duly and legally executed, that said company, its agents and officers had any right whatever to call upon Mr. Kesterson for the estimate or proof of his loss, or that they they had any right to call upon him to meet them at Jonesville and Walnut Hill. If said Company intended to claim that the policy was void, because said association was never properly organized, or because \$100,000.00 of applications had~~zn~~ for insurance had not been obtained or because said association was not duly incorporated, it ought to have so stated at the first meeting, not having done so, it it will be presumed that all these things were waived. " A party cannot occupy inconsistent grounds or positions; and where he has an election between inconsistent courses of action, he will be confined to that which he first

first adopted. Any decisive act of the party, done with knowledge of his rights and the facts, determines his election and works an estoppel

Bigelow on Estoppel, 2nd Ed. Page 503

Georgia Home Ins. Co v. Goode 95, Va. page 759-60

Another defense attempted to be set up, is, that Mr. Kesterson made an overvaluation of his store house and its contents. It must be remembered that Mr. Kesterson did not make this valuation, that it was substantially made by Morris, the agent, whose duty it was to make said valuation. By division 1, section 21 of the by-laws, it is provided, "It shall be the duty of the Agent to value all property and submit all applications to the proper Director for approval, and present all policies to the President for signature". This duty Morris performed, not Kesterson.

By section 23 of the by-laws, it is provided, "It shall be the duty of each director to approve all applications and adjust all losses in their respective districts, and report the same to the President. The Director may lower any property assigned this association that he thinks valued too highly and give the agent notice of the same, who shall lower the same on his books, but the Agent may appeal to the board of Directors whose decision shall be final." As before stated the Agent did value said property, he did submit said valuation and application to the Director of the proper District, and he approved the same. This is ~~not~~ ^{fact} ~~only so by virtue of the contract, but it~~ estops said defendants to question said valuation.

But if mistaken in this view, still the defendants cannot interpose this defense now, because with full knowledge of the valuation of said stock of goods and the house in which they were kept, as made in said policy, and with the further knowledge obtained from Mr. Kesterson on the Monday morning ^{of the value of said stock of goods at the time of insurance} after the fire, they went on demanding proofs, requiring him to meet them from time to time and at different places, without ever asserting said defense of overvaluation, until the last moment at Walnut Hill on the day of the meeting there. The principle is well settled, that, "Where there has been a misrepresentation by an insured in his application for insurance or a breach of condition of his policy, and the insurance company, with full knowledge thereof and without denying its liability on that ground, requires the insured to furnish, and he does furnish, at some trouble and expense, ^{proofs of a loss under}

Some application for

the policy, whether first or additional proofs, or requires him by virtue of the contract of insurance to do some act or to incur some trouble or expense, it will be deemed to have waived any defense on account of such misrepresentation or breach, and cannot change its ground and claim that the policy was invalid."

See Georgia Home Ins. Co. v. Goode 95 Va. p760 and cases cited.

We have said before that it matters not whether the Insurer in this case is an a corporation de facto, de jure, or a partnership, that the same results follow and the same liabilities attach. The defendants under the name and style of the Lee Division of the Mutual Benefit Association of Virginia, for Lee County Virginia, held themselves out as an insurance Company, with the legal right to do business in Lee County Virginia, to insure property, and pursuant to this assumed right they did issue the policy in this case. As before stated, these acts estop them from now asserting that they did not have such right.

The pleadings in this case, on the part of the plaintiff, does not undertake to specifically define the status of said defendants, but it states the facts as they are, and substantiates this statement by the proofs, and then asks for general relief. I think the court might very properly consider said association as a de facto corporation, if not a de jure one, because they held themselves out as such. But if not then they are certainly a partnership, and this is true irrespective of their intention and outside of their intention, because whenever persons assume to act, the law will give such intention to their acts as will accomplish the purpose in view, or such as will impose and enforce the liability contracted. The great and all pervading doctrine being, that "a man shall always be taken to intend that which he does, or that which is the reasonable and necessary consequence of his acts."

The proof clearly shows the loss of the Complainant's store house and its contents by fire, it likewise clearly shows that said store house and contents were worth about \$2000.00. The proof likewise shows that all of the defendants mentioned in the bill except, perhaps, C.W. Wynn, Z. S. Gibson, J.N. Gibson, William Hoskins and John Bays are legally liable to the defendant Complainant for the losses which he sustained, and we think it likewise shows that J.H. Graham, who was not made a party, is likewise liable, he being *one of the policy holders in said Association* ^{and officers of}

It may be and will, perhaps, be contended that because it is not shown, ~~that~~ that the several persons receiving policies in said Association ~~signed~~ them, that there was in fact no assignment of the property mentioned in them to the association, and therefore no liability, on the person, if any other property had been destroyed by fire, to pay anything.

This reasoning is not sound, and to maintain it is to allow a man to take advantage of his own wrong, this courts of Equity will never do.

One of the most familiar maxims of equity, is "to consider that done ~~what~~ which ought to be done". For the purpose of reaching justice, equity will frequently consider that property has assumed certain forms with which it ought to be stamped, or that parties have performed certain duties which they ought, in justice, to fulfill; and will regulate the enjoyment and transmission of estates, and will enforce duties and liabilities accordingly.

Bispham's principles of Equity, Sec. 44.

The acceptance by the several policy holders of their policies, binds them to comply with the terms of said policies. It was their own fault, neglect, or wrong that they were not signed, and certainly this fault, neglect, ~~or~~ wrong will not be allowed to work an injury to another who has done no wrong, but has all the time relied the proper conduct of those mutually bound with him.

Only a few authorities have been cited. The case turns on principles almost entirely elementary, such as Parsons on Contracts and other elementary works of that kind with which the court is perfectly familiar.

And we submit that, in our opinion, both law and equity sustain the contention of the Complainant and that he ought to have a decree for the loss he sustained by the fire which destroyed his store house and contents, to the extent or amount of said policy.

Pridemore & Swell
C. T. Swell
for Complainant

Co. R. Heston

vs. 1/2 Brief

B. H. Heston

C R Kesterson,)
 vs.)
) Opinion.
B.F.Kincaid,et al,)

The question as to whether or not there was a Corporation is not now to be considered. It was decided in the Action of Assumpsit that there was no Corporation either dejure or defacto. If that decision was wrong the remedy was by Appeal.

The bill of the plaintiff concedes that there was no Corporation, but seeks to hold the defendants liable as partners, because they hold themselves out as a Corporation, and thereby induced the plaintiff to contract with them.

Under what circumstances parties acting as a Corporation, will be held liable as partners, when no legal Corporation exists, seems never to have received any judicial consideration by the Court of Appeals in this state, and the text books and decisions to which I have been referred or which I have been able to find, leave it very much in doubt as to what the true rule is.

When we consider that law is a rule of Civil Conduct, prescribed by the law, making power of a state, commanding what is right, and prohibiting what is wrong and that it is a rule which every one is presumed to know, we must at once conclude that it is not a Science in the technical sense of the word and requires a life times study in order to be prepared to live up to its requirements.

The reason every one is presumed to know it is because it is in the main written by the finger of God upon the human heart, and the Conscience doth utter it, as unerringly as does the murmuring brook the law of gravitation.

Having this idea of its justness it is difficult for me to approve of the line of decisions which hold that because a man takes a share of stock in what he honestly believes to be a Corporation, he thereby becomes a partner with all others stock-holders

and personally bound for all the indebtedness which his co-partners have created, should it turn out for some reason or other the Corporation did not exist.

It is true that in this case the application of this principle would not work any great hardships, but on the contrary would divide a burden between many, which otherwise must be borne by one, but rules of law or equity, when once declared cannot be bent to fit every particular case, but the justness of the rule should be as carefully considered as the result which its application produces in the case in hand.

It seems to me that the rules should be and probably are in most of the states as follows:

- 1st. Where parties assum to act as a Corporation and engage in business which is forbidden by law and for which they could not obtain a Charter, they should be held as partners and bear all the burdens the rule might impose upon them.
- 2nd. Where they pretend to be incorporated knowing they are not, all holders possessing such knowledge should be held as partners.
- 3rd. In all other cases where the parties act in good faith and are not guilty of fraud or gross negligence, believing they are incorporated when they are not, they should be held personally liable to the creditors for their unpaid subscription and for the value of all dividends received by them.

If the parties had completed the work which they believed would constitute them a body corporate, then I think the rule last above mentioned should be applied to them but to apply it under the circumstances of this case would be equivilent to saying that when two or more parties agree to form a partnership upon certain conditions being performed, that they instantly become partners whether such conditions are ever performed or not.

It is true that when parties obtain a charter and accept the

same that all liabilities incurred by them or their authorized agents before the completion of their organization must be borne by them as partners.

But the evidence in this case shows clearly that neither, Kincaid nor Adams was authorized to issue policies at the time the one was issued to the plaintiff,

It is true that many of the applicants met at the Court House in Jonesville on August 24th, 1896 and under the leadership and manipulation of Messrs Dickson and Morris elected the officers of and adopted by-laws for the intended corporation, but this was done before the fact was made known that the applications did not amount to \$100,000. after which information the meeting adjourned till the next County Court with the understanding that until that time the corporation would not be completed and no policies issued.

The plaintiff was not present at this meeting and it is contended that he should be considered as a Stranger, having the right to believe that the Corporation was duly organized and that J.D. Adams was its duly authorized agent for the purpose of issuing policies.

In this view I cannot concur for the following reasons.

1st. The plaintiff being one of the members of the supposed corporation, is estopped from now claiming that it was not a corporation but a partnership.

2nd. Morris never had any authorith to issue policies, ~~& receive~~ and receive premiums, Section 19 of the By-Laws which were adopted provides that "The Officers of this County Division shall be a President, Agent, Secretary, Treasurer, and one Director for each ~~dis~~ district wherein there are members of this Association". There is no evidence that Morris was elected agent, but on the contrary the evidence as well as the minutes of the meeting filed with the deposition of W.E. Wynn show ~~that~~ that J.H. Graham was elected agent for the County.

If Morris had no authority conferred upon him at the meeting in August 1896, then it would seem that the consideration was ^{paid} made by the plaintiff to one not authorized to receive it.

It was never paid by him to the proper authority and his action was never ~~satisfied~~. *ratified*

I am of opinion that the policy is void and that the bill ~~xx~~ should be dismissed at the cost of the plaintiff, but under the circumstances of the case I decline to give judgment for costs in favor of the defendants.

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

KESTERSON.

V.

KINCAID et al.

The defendants in this case, seem to wholly misapprehend the pliff claim.

We contend, that, where a number of individuals attempted to incorporate a company, and under such attempt organize and transact business under and by virtue of such attempted organization. And it turns out that in fact there was something wanting to make it a corporation; then such attempted organization and corporation, become and are liable as partners, and will be so held, out of the necessity of the case, to prevent a mis-carriage of justice. If this is true then the dealing with each other, does not change the rule, and Kesterson would be entitled to recover, the same as a stranger.

The whole case, shows that up to the time of the fire, all parties thought and acted, as if they were mutually bound and the defendants, the active ones, so thought and acted afterwards until suit was brought.

Unless the law, holds these parties bound, as partners growing out of their acts and attempted corporate powers, then they are not bound. No one here has attempted, to assert that this is a corporation, the Bill seeks to hold the parties bound as partners, or a joint stock company, much the same thing in this instance, and in this way only does the Bill seek relief.

We cite the following, as sustaining this view remarking that, no Virginia case has been found that is in point, on the question directly involved-- But as to the acts & representations

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

of Morris, agent, of the defendant, to deliver policies See
Good v. Georgia Home Ins Co 92 Va 392. Cook on Stock & stock
holders Vol. 1. Second Edition, chapter 13. page 235, sections 230
to 243, and note, is relied upon as fully sustaining the plff's case
Also Am & Eng. Encyc-- Vol. 17, Page 864, 865-6-7, As to the
same effect -- The ~~se~~ authorities sustain we think the plff's right
to recover, and no authority to which we have been referred, in
any way changes the proposition asserted herein.

Jonesville Va. Jan 4th, 1899.

Duncan Pridemore Sewell.

Pridemore & Sewell

In } Brief.

Kesterson v. Kincaid

To J.C.Wynn, A.P.Wynn, N.W.Wygal, A.R.Hyatt, William Burk, C.M. Graham, John B.Baker, D.E.Clarkston, P.M.Reasor, W.S.Coldiron, Jenima Bishop, J.F.Kelly, D.S.Reasor, J.D.Olinger, J.M.Olinger, Ira Baker, Harvey Young, F.B.& M.E.Cox, V.R.Astrop, A.E.Debusk, G.W.Pennington, J. W.Scott, E.M.Gilbert, G.W.H.Kimberling, J.N.Duff, M.S.Ball, & Geo. S. Snavelly, B.F.Kincaid, M.S.Ball, G.W.Gibson, S.E.Thomson, Daniel Dean, W.E.Wynn, Mrs. M.C.Nelson, M.C.Brooks, G.A.Estep, G.W.Dalton, H.E.Fugate, D.C.Willis, S.C.Kincaid, W.C.Hobbs, Caleb Bales, V.G.Bales, R.B.Ely, E. R.King, F.A.Munsey, Josephus Grabeel, M.G.Ely, R.B.Beaty, V.P.Carter, J.G.Carter, Alex Litton, W.T.Gilley, J.F.Skaggs, J.J.Carter, Amanda Jackson, T.B.Forrester, Geo. W.Russell, administrator of H.J.Russell, dec'd, M.R.Gilley, E.R.Taylor, Mrs. Martha Sprinkle, Mrs. M.E.Waddell, L.C.Shelburn, F.P.Baumgardner, Frank Wilson, Dorothy Loyd, S.Wygal, John McClure, J.R.McDonald, Jacob Crouse, Jeff Pennington, J.M.Lucas, D.K.Banner, & V.S.Banner, J.H.Bays, C.W.Wynn, T.S.Ely, William Hoskins, Z.S.Gibson and J.N.Gibson, please take notice that on Tuesday the 4th day of October, 1898, at the law office of C.T.Duncan, in the town of Jonesville, I will proceed to take the depositions of C.R.Kesterson, W.P.Allen and others, which when taken are intended to be read as evidence in my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County, Virginia, wherein you and others are defendants and I am plaintiff, and if from any cause, the taking of said depositions be not concluded on that day the taking of the same may be adjourned and continued from day to day or from time to time and from place to place, or at the same place, until the same shall be completed September 19th, 1898.

Very Respectfully Yours &c.

Primmer & Sewell & C.T.Duncan
Attorneys for plaintiff.

C. R. Kesterson

By Counsel.

C. R. Nesterson
75 $\frac{1}{2}$ Notice
B. H. Sinclair et al

Legal service of this
notice is accepted for
C. W. Wyman & J. H. Mayo
Sept 26th 1898.

On & Blankenship, attys.

Legal service of this notice
is accepted for J. N. Gibson
Wm. Dossiers & J. Gibson &
J. S. Cady.

Sept. 26th 1898.

B. H. Sewell, atty
for said plaintiffs

Executed in part Oct
3rd 1898 By delivering
a true copy of the writ
in return to J. N. Gibson
on J. P. Buntingner.
W. J. Gilley & Newton
Wiggle W. P. Weston
S. L. C.

Further executed on Sept 29th 1898, by delivering
a true copy hereof to L. W. Russell admr, Josephine
Grabel, Geo W Gibson, Ball & Burvelley, R. D. Kincaid
and W. E. Wyman, and further executed on Oct 3rd
1898, by delivering a true copy hereof to Harvey
Young, W. S. Calderon and A. A. Debusch.
W. P. Weston, S. L. C.
By Jas. M. Weston, D. S.

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Francis Holiday, J.C.Wynn, A.P. Wynn, Thos.S.Ely, W.S.Coldiron, D.S.Clarkston, Jno.B.Barker, J.B. Olinger, Mrs.Jemima Bishop, Ira Baker, Harvey Young, G.W.H.Kimberling, J.N.Duff, F.B.Cox, M.E.Cox, V.R.Astrop, M.S.Ball, & Geo.S.Snavely, Merchants and partners doing business under the firm name and style of Ball&Snaveley, B.F.Kincaid, G.W.Balton, J.N.Gibson, Z.S. Gibson, J.M.Wheeler & W.F.Conner, Merchants and partners doing business under the firm name and style of J.M.Wheeler & Co., Caleb Bales, E.R.King, V.G.Bales, M.S.Ball, D.C.Willis, G.W.Gibson, J.M. Wheeler, S.C.Kincaid, Wm.H.Hoskins, Josephus Grabeel, M.G.Ely, H.E. Fugate, A.R.Hyatt, J.C.Carter, Alex.Litton, Wm.Burk, Elkanah Pennington, W.T.Gilley, J.F.Skaggs, J.M.Olinger, A.K.Debusk, L.C.Shelborn, T.F.Bungartner, Dorothy Loyd, S.E.Thompson, Jno.McClure, C.W. Wynn, S.Wygal, J.R.McDonald, R.B.Ely, F.A.Munsey, Jacob Crouse, Daniel Dean, W.E.Wynn, R.B.Beatty, Frank Wilson, N.Wygal, V.S.Banner D.K.Banner, J.M.Lucas, C.M.Graham, D.S.Reasor, G.W.Pennington, P.M. Reasor, J.F.Kelly, J.W.Scott, J.J.Carter, V.P.Carter, Mrs.M.C.Nelson, M.C.Brooks, W.C.Hobbs, G.A.Estep, Mrs.E.E.Waddill, Amanda Jackson, J.J.Bays, J.H.Bays, E.M.Gilbert, T.B.Forrester, H.J.Russell, M.R.Gilley, E.R.Taylor, Mrs.Martha S.Sprinkle, Jeff.Pennington, S.M. Pennington, to appear at the Clerk's Office of the Circuit Court of the County of Lee at a rules to be held for said Court on the 1st Monday in February, 1898, to answer a Bill in Chancer exhibited against them in our said Court by C.R.Kesterson. And have then there this writ. Witness, A.B.Munsey, Clerk of our said Court, at the court-house, the 2nd day of February, 1898, in the 122nd year of the Commonwealth.

A Copy Teste.

A.B. Munsey Clerk.

C R Kesterson
Spa in Chancery
Francis Holiday et al
To 1st February rules
Duncan Prudmore & Seivell
P. J.
Excat. February 10
4 cont. 5-98

Executed in part Feb 5th 1898 by delivering an attested
office copy of the within sumos to M. S. Ball Geo. S. Smith B. L.
Kincaid S. W. Gibson S. E. Thompson Daniel Dean Mrs M. C.
Nelson M. C. Brooks S. A. Elter S. W. Dalton J. V. Gibson J. S.
Gibson H. E. Luyate J. W. Wheeler W. L. Comer D. C. Willis William
H. Hoskins & R. B. Ely - ~~for Kincaid S. E. Kincaid Feb 8th~~
Not Executed on S. C. Kincaid not being a resident of
this state this Feb. 9th 1898 - N. D. Jennings

D. S. for W. P. Weston S. E. C.

Pridemore & Sewell,

Attorneys at Law,

Jonesville, Lee County, Va.

THE COMMONWEALTH OF VIRGINIA;

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Francis Holidays, J.C. Wynn, A.P. Wynn, Thos. S. Ely, W.S. Coldiron, D.S. Clarkston, Jno. B. Barker, J.B. Olinger, Mrs. Jamina Bishop, Ira Baker, Harvey Young, G.W.H. Kimberling, J.H. Duff, F.B. Cox, M.E. Cox, V.R. Astrop, M.S. Ball & Geo. S. Shavely, Merchants and partners doing business under the firm name and style of Ball & Shavely, B.F. Kincaid, G.W. Dalton, J.H. Gibson, Z.S. Gibson, J.M. Wheeler & W.F. Connor, Merchants and partners doing business under the firm name and style of J.M. Wheeler & Co., Caleb Bales, E.R. King, V.C. Bales, M.S. Ball, D.C. Willis, G.W. Gibson, J.M. Wheeler, S.C. Kincaid, Wm. H. Hopkins, Josephus Grabeal, M.C. Ely, W.E. Fugate, A.R. Hyatt, J.G. Carter, Alex. Litton, Wm. Burk, Elkanah Pennington, W.T. Gilley, J.F. Stagg, J.M. Olinger, A.K. Debuck, L.C. Shelborn, F.T. Bungartner, Dorothy Loyd, S.E. Thompson, Jno. McClure, C.W. Wynn, S. Wygal, J.R. McDonald, R.B. Ely, F.A. Munsey, Jacob Crouse, Daniel Dean, W.E. Wynn, R.B. Beaty, Frank Wilson, N. Wygal, V.S. Banner, D.K. Banner, J.H. Lucas, G.M. Graham, D.S. Reaser, G.W. Pennington, P.M. Reaser, J.F. Kelly, J.W. Scott, J.J. Carter, V.P. Carter, Mrs. M.C. Melson, M.C. Brooks, W.C. Hobbs, G.A. Estep, Mrs. E.E. Waddill, Azenda Jackson, J.J. Bays, J.H. Bays, E.M. Gilbert, T.B. Forrester, H.J. Russell, M.B. Gilley, E.R. Taylor, Mrs. Martha S. Sprinkle, Jeff. Pennington, S.M. Pennington, to appear at the Clerk's Office of the Circuit Court of the County of Lee at a rules to be held by said Court on the 1st Monday in February, 1898, to answer a Bill in Chancery exhibited against them in our said Court by C.R. Kesterson. And have then there this writ. Witness, A.B. Munsey, Clerk of said Court at the court-house, the 2nd day of February, 1898, and in the 122nd year of the Commonwealth.

A copy Teste.

A.B. Munsey Clerk *A.B. Munsey* Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Francis Holiday, J. L. Wynn, A. P. Wynn, Thos S Ely, W. S. Coldiron, D S Clarkston, Jno B Barker, J B Olinger, Mrs Jemima Bishop, Ira Baker, Harvey Young, G W H Kimberling, J. K. Duff, F. B. Cox, M. E. Cox, V. R. Astrop, M. D. Ball & Geo. S. Snarely Merchants and partners doing business under the firm name and style of Ball & Snarely, B. F. Kincaid, G. W. Dutton, J. K. Gibson, G. S. Gibson, J. M. Wheeler and W. F. Leanner Merchants and partners doing business under the firm name and style of J. M. Wheeler & Co. Caleb Bales, E. R. King, V. G. Bales, M. S. Ball, D. L. Willis, G. W. Gibson, J. M. Wheeler, S. L. Kincaid, Wm H Hoskins, Josephas Grabel, M. G. Ely, H. E. Fugate, A. R. Hyatt, J. G. Carter, Alex Litton, Wm Burk, Elkanah Pennington, W. T. Killey, J. F. Skaggs, J. M. Olinger, A. K. Debusk, L. L. Shelburn, F. P. Burgardner, Dorath Loyd, S. E. Thompson, Jno McClure, L. W. Wynn, S. Wyzgal, J. R. McDonald, R. B. Ely, F. A. Munsey, Jacob Crouse, Daniel Jean, W. E. Wynn, R. B. Beaty, Frank Wilson, W. Wyzgal, T. S. Banner, D. K. Banner, J. M. Lucas, L. M. Graham, D. S. Reazor, G. W. Pennington, P. M. Reazor, J. F. Kelly, J. W. Sest, J. J. Carter, V. P. Carter, Mrs M. L. Nelson, M. L. Brooks, W. L. Hobbs, A. A. Estep, Mrs E. E. Maddill, Amanda Jackson, J. J. Bays, John H. Bays, E. M. Gilbert, T. B. Forrester, H. J. Russell, M. R. Killey, E. R. Taylor, Mrs Martha S. Sprinkle, Jeff Pennington & M. Pennington.

To appear at the Clerk's office the Circuit Court of the County of Lee at a rules to held for the said Court on the 1st Monday in February 1898. to answer a bill in Chancery exhibited against them in our said Court by L. R. Kesterson

And have then there this writ. Witness, A. B. Munsey Clerk of our said

Court, at the court-house, the 2nd day of February 1898, and in the 122nd year of the Commonwealth.

A. B. Munsey Clerk

C R Kesterson

vs. }

SUBPOENA
IN
CHANCERY.

Francis Holiday et al

Duncan Predmore & Sewell v. q.

To/ St February Rules,
Circuit Court.

Executed in part by delivering
an office copy of within sub.
to C. W. Wynn, Alex. Litton, A. R.
Stzatt, Thos. S. Ely, Francis Hol-
iday, J. G. Carter, and by a copy
of same to Sofia J. McClure wife
of John McClure, and by explaining
to her its purports and purposed
she being a member of his family
and at his usual place of abode
and over sixteen years of age,
he being absent from his usual
place of abode. and by delivering
and by explaining its purports and
14 years of age he being absent
of abode, this Feb. 7 - 1878.

and a copy of same to Nancy Bell, for William Burk, and
she being a member of his family and over
from his usual place of abode, and she being at his usual place
J. M. Weston, D. S. for W. P. Weston S. G. C.

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

THE COMMONWEALTH OF VIRGINIA,

Pulaski

To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon Francis Holiday, J.C.Wynn, A.P. Wynn, Thos.S.Ely, W.S.Coldiron, D.S.Clarkston, Jno.B.Barker, J.B. Olinger, Mrs.Jemima Bishop, Ira Baker, Harvey Young, G.W.H.Kimberling, J.N.Duff, F.B.Cox, M.E.Cox, V.R.Astrop, M.S.Ball & Geo.S.Shavely, Merchants and partners doing business under the firm name and style of Ball & Shavely, B.F.Kincaid, G.W.Dalton, J.N.Gibson, Z.S. Gibson, J.M.Wheeler & W.F.Conner, Merchants and partners adding business under the firm name and style of J.M.Wheeler & Co., Caleb Bales, E.R.King, V.G.Bales, M.S.Ball, D.C.Willis, G.W.Gibson, J.M. Wheeler, S.C.Kincaid, Wm.H.Hoskins, Josephus Grabeel, M.G.Ely, H.E. Fugate, A.R.Hyatt, J.G.Carter, Alex. Lytton, Wm.Burk, Elkanah Pennington, W.T.Gilley, J.F.Skaggs, J.M.Olinger, A.K.Debusk, L.C.Shelborn, F.T.Bungartner, Dorothy Loyd, S.E.Thompson, Jno.McClure, C.W. Wynn, S.Wygal, J.R.McDonald, R.B.Ely, E.A. Munsey, Jacob Crouse, Daniel Dean, W.E.Wynn, R.B.Beaty, Frank Wilson, N.Wygal, V.S.Banner D.K.Banner, J.M.Lucas, C.M.Graham, D.S.Reasor, G.W.Pennington, P.M. Reasor, J.F.Kelly, J.W.Scott, J.J.Carter, V.P.Carter, Mrs.M.C.Nelson, M.C.Brooks, W.C.Hobbs, G.A.Estep, Mrs.E.E.Waddill, Amanda Jackson, J.J.Bays, J.H.Bays, E.M.Gilbert, T.B.Forrester, H.J.Russell, M.R.Griley, E.R.Taylor, Mrs.Martha S.Sprinkle, Jeff.Pennington, S.M. Pennington, to appear at the Clerk's Office of the Circuit Court of the County of Lee at a rules to be held for the said Court on the ^{2nd} ~~1st~~ Monday in February, 1898, to answer a bill in Chancery exhibited against them in our said Court by C.R.Kesterson. And have then there this writ. Witness, A.B.Munsey, Clerk of our said Court at the court-house, the 2nd day of February, 1898, and in the 122nd year of the Commonwealth.

A copy Teste.

A.B. Munsey Clerk.

C. R. Kesterson

Spa in Chancery

Francis Holiday et al

To 2nd February rules

Predmore & Sewell P. 97

Esprinted on Sebastian
Wozgal by delivering
an office copy of this
Spa in chy to his Wife
at his home and app-
earing to her the paper
it thereof. the said
Wozgal being from
home July 9th 1898

W. H. Cooper

the Fee is 50^{cents} instead
of 48

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

THE COMMONWEALTH OF VIRGINIA?

To the Sheriff of the County of Lee, Greeting:

We Command you, that you summon Francis Holiday, J.C.Wynn, A.P. Wynn, Thos. S. Ely, W.S. Coldiron, D.S. Clarkston, Jno. B. Barker, J.B. Olinger, Mrs. Jemima Bishop, Ira Baker, Harvey Young, G.W.H. Kimberling, J.N. Duff, F.B. Cox, M.E. Cox, V.R. Astrop, M.S. Ball & Geo. S. Snavelly, Merchants and partners doing business under the firm name and style of Ball & Snavelly, E.F. Kincaid, G.W. Dalton, J.N. Gibson, Z.S. Gibson, J.M. Wheeler & W.F. Conner, Merchants and partners doing business under the firm name and style of J.M. Wheeler & Co., Caleb Bales, E.R. King, V.G. Bales, M.S. Ball, D.C. Willis, G.W. Gibson, J.M. Wheeler, S.C. Kincaid, Wm. H. Hoskins, Josephus Grabeel, M.G. Ely, H.E. Fugate, A.R. Hyatt, J.G. Carter, Alex. Litton, Wm. Burk, Elkanah Pennington, W.T. Gilley, J.F. Skaggs, J.M. Olinger, A.K. Debusk, L.C. Shelborn, F.P. Bungartner, Dorothy Loyd, S.E. Thompson, Jno. McClure, C.W. Wynn, S. Wygal, J.R. McDonald, R.B. Ely, F.A. Munsey, Jacob Crouse, Daniel Dean, W.E. Wynn, R.B. Beaty, Frank Wilson, N. Wygal, V.S. Banner, D.K. Banner, J.M. Lucas, C.M. Graham, D.S. Reasor, G.W. Pennington, P.M. Reasor, J.F. Kelly, J.W. Scott, J.J. Carter, V.P. Carter, Mrs. M.C. Nelson, M.C. Brooks, W.C. Hobbs, G.A. Estep, Mrs. E.E. Waddill, Amanda Jackson, J.J. Bays, J.H. Bays, E.M. Gilbert, T.B. Forrester, H.J. Russell, M.R. Gilley, E.R. Taylor, Mrs. Martha S. Sprinkle, Jeff. Pennington, S.M. Pennington, to appear at the Clerk's Office of the Circuit of the County of Lee at a rules to be held for the said Court on the 1st Monday in February, 1898, to answer a Bill in Chancery exhibited against them in our said Court by C.R. Kesterson. And have then there this writ. Witness, A.B. Munsey, Clerk of our said Court, at the court-house, the 2nd day of February, 1898, and in the 122nd year of the Commonwealth.

A copy Teste.

A.B. Munsey
Clerk.

L. R. Westerson

Spa in Chancery

Francis Haldiday et al

Feb 1st February 1898

Paid more or less well to Duncan

Executed in post Feb 4, 1898 by delivering an attested office copy of the within Sums to Jeff Remington, S. M. Remington J. H. Boys, J. M. Lucas, J. C. Wynn and N. Wyzol Not executed on J. J. Boys he having recently departed this life
W. H. Ladd, D. D.
For W. P. Weston, S. L. C.

Further executed in post Feb, 4, 1898 by delivering an attested office copy of the within Summons to A. P. Wynn, C. M. Graham, W. E. Wynn, W. C. Hobbs, Caleb Bales, V. G. Bales, E. R. King, F. A. Munsey, Josephus Grabel, M. G. Ely, R. B. Beatty, V. P. Carter, W. T. Gilley, J. F. Skaggs, Amanda Jackson, J. B. Forester, H. J. Russell, M. R. Gilley, E. R. Taylor, Mrs. Martha Sprinkle, Mrs. E. E. Waddell, L. C. Shellburay, F. P. Baumgartner, Frank Wilson, Dorothy Loyd, J. R. McDonald, Jacob Crouse, Further executed on V. P. Carter on Feb 4th 1898 in Lee County, Va. he not being found at his usual place of abode by delivering an attested copy hereof to Mary Carter, his wife, who is over 16 years of age and was found at the usual place of abode of said V. P. Carter and to whom I gave information of the purport of said Subpoena. Further executed Feb, 2, 1898 on J. J. Carter, in Lee County, he not being found at his usual place of abode by delivering an attested office copy hereof to Mary C. Carter, his wife who is over 16 years of age and was found at the usual place of abode of said J. J. Carter, and to whom I gave information of the purport of said Summons,
W. P. Weston S. L. C.

Pridemore & Sewell,

Attorneys at Law,

Jonesville, Lee County, Va.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Francis Holiday, J.C.Wynn, A.P. Wynn, Thos.S.Ely, W.S.Coldiron, D.S.Clarkston, Jno.B.Barker, J.B. Olinger, Mrs.Jemima Bishop, Ira Baker, Harvey Young, G.W.H.Kimberling, J.N.Duff, F.B.Cox, M.E.Cox, V.R.Astrop, M.S.Ball & Geo.S.Snaveley, Merchants and partners doing business under the firm name and style of Ball & Snaveley, B.F.Kincaid, G.W.Dalton, J.N.Gibson, Z.S. Gibson, J.M.Wheeler & W.F.Conner, Merchants and partners doing business under the firm name and style of J.M.Wheeler & Co., Caleb Bales, E.R.King, V.G.Bales, M.S.Ball, D.C.Willis, G.W.Gibson, J.M. Wheeler, S.C.Kincaid, Wm.H.Hoskins, Josephus Grabeel, M.G.Ely, H.E. Fugate, A.R.Hyatt, J.G.Carter, Alex.Litton, Wm.Burk, Elkanah Pennington, W.P.Gilley, J.F.Skaggs, J.M.Olinger, A.K.Debusk, L.C.Shelborn, F.P.Bungardner, Dorothy Loyd, S.E.Thompson, Jno.McClure, C.W. Wynn, S.Wygal, J.R.McDonald, R.B.Ely, F.A.Munsey, Jacob Crouch, Daniel Dean, W.E.Wynn, R.B.Beaty, Frank Wilson, N.Wygal, V.S.Banner, D.K.Banner, J.M.Lucas, C.M.Graham, D.S.Reasor, G.W.Pennington, P.M. Reasor, J.F.Kelly, J.W.Scott, J.J.Carter, V.P.Carter, Mrs.M.C.Nelson, M.C.Brooks, W.C.Hobbs, G.A.Estep, Mrs.E.E.Waddill, Amanda Jackson, J.J.Bays, J.H.Bays, E.M.Gilbert, T.B.Forrester, H.J.Russell, M.R.Gilley, E.R.Taylor, Mrs. Martha S.Sprinkle, Jeff.Pennington, S.M.Pennington, to appear at the Clerk's Office of the Circuit Court of the County of Lee at a rules to be held for said Court on 1st Monday in February, 1898, to answer a bill in Chancery exhibited against them in our said Court for C.R.Kesterson. And have then there this writ. Witness, A.B.Munsey, Clerk of our said Court, at the Court-house, the 2nd day of February, 1898, and in the 122nd year of the Commonwealth.

A copy Teste.

A B Munsey

Clerk.

Executed within subpoena in part, on February 3rd. 1898, on the
within named ~~D. H. H. Kimberling~~, U. S. Baumer & D. H. Baumer,
by delivering to them a true copy hereof in Lee County, Va.
Further executed on the within named John B. Barker, D. S.
- Clarkston, Jemima Bishop, J. F. Kelly, J. D. Olinger, Ira-
- Baker, Harvey Young, H. S. Caldwell & J. N. Duff, on February
the 4th. 1898, by delivering to each of them a true copy hereof in
Lee County, Va. and executed on the within named J. M. Olinger,
J. B. Cox, M. E. Cox, U. R. Astor, A. K. Debusk, J. M. Scott,
E. M. Gilbert & Elkanah Pennington, on February 5th. 1898, by
delivering to each of them a true copy hereof in Lee County, Va.
and ~~further~~ executed within subpoena on the within
named P. M. Reesor, D. S. Reesor & G. H. Pennington, on
February 4th. 1898, in Lee County, Va.; the said P. M. Reesor,
D. S. Reesor & G. H. Pennington, not being found at their usual
places of abode, by delivering a true copy hereof to M. T. Reesor,
the said P. M. Reesor's wife, & copy to E. P. Reesor, the said D. S. Reesor's wife,
and a copy to Rosa Pennington, the said G. H. Pennington's wife,
who are all over 16 years of age, and was found at the
usual places of abode of said P. M. Reesor, D. S. Reesor & G. H.
Pennington, and to whom I gave information of the purport
of said subpoena.

Jas. M. Heston, D. S. for
H. P. Heston, A. L. C.

L. R. Heston
D. S. for in this
Francis Holliday et al
vs. H. P. Heston
D. S. for in this
Duncan Oudemert et al
vs. H. P. Heston

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

Josephus Grabil
J. S. Strawley, George Strawley
Charles Wynn, Albert Nelson, Joseph H. Grabil

Wm. A. Baker at the law office of *Pennington Bros* at *Jonesville*.
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house thereof on the *26th*
day of *October* 189*8*, to testify and the truth to say in behalf of the *Defendants*

in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between

L. R. Kesterson

Plaintiff, and

B. F. Kincaid et al

Defendants.

And have then there this writ. Witnes, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *21st*
day of *October* 189*8*, and in the 12*3rd* year of the Commonwealth.

A copy--Teste:

A. B. Munsey Clerk.

—XXXXXXXXXXA0XXXXXXXXXX—

Vs.

}

SUBPCENA
FOR
WITNESS.

—XXXXXXXXXXXXXXXXXXXXXXXXXX—

Circuit Court, the _____ day

of _____ 189 .

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

V. G. Bates

W. A. Basler a Justice
to appear before the ~~Judge~~ of our Circuit Court of the County of Lee, at the court-house thereof on the *10th*
day of *October* 189*8*, to testify and the truth to say in behalf of the *Plaintiff*

in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between

C. R. Kesterson

Plaintiff, and

B. F. Kinsaid and others

Defendant.*s*

And have then there this writ. Witnes, A. B. MUNSEY. Clerk of our said Court, at the court-house, the *6th*
day of *October* 189*8*, and in the 12 *6th* year of the Commonwealth.

A copy--Teste:

A. B. Munsey Clerk,
By D. V. A. Richmond
D. C.

—XXXXXXXXXXXXXXXXXXXX—

C. R. Kesterson

Vs. }

SUBPENA
FOR
WITNESS.

B. F. Kircoid et al.

—XXXXXXXXXXXXXXXXXXXX—

Circuit Court, the 10th day
of October 1898.

executed on
October 10th 1898
by summoning
the within named
witness,
Jas. M. Weston, D. S.
for W. P. Weston
S. A. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

F. K. Wilson

W. A. Baker J. P. at the law office of Pennington Bros in Jonesville Va
to appear before the Judge of our Circuit Court of the County of Lee at the court-house thereof on the *25th*
day of *October* 189*8*, to testify and the truth to say in behalf of the *Plaintiff*

in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between

L. R. Kesterson

Plaintiff. and

B. F. Kincaid et al

Defendant. &

And have then there this writ. Witnes, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *20th*
day of *October* 189*8*. and in the 12 *3rd* year of the Commonwealth.

A copy--Teste:

A. B. Munsey Clerk.

—XXXXXXXXXXXXXXXXXXXX—

C. R. Kerson

Vs.

} SUBPENA
FOR
WITNESS.

B. F. Kincaid et al

—XXXXXXXXXXXXXXXXXXXX—

Circuit Court, the 20th day

of October 1898.

Executed Oct
20th 1898 By
Summoning
the within na
med witness
W. P. Weston
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon M. H. Eads, A. M. Harris, Jns
R Gibson and M. B. Spencer

M. A. Baker, J. P. at the office of Pennington Bros at the Court
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house thereof on the 4th
day of October 1898, to testify and the truth to say in behalf of the Plff

in a certnin matter of controversy in our said Court, before the said Judge depending and undetermined between

L. R. Hesterson

Plaintiff, and

B. F. Kincaid et al

Defendant.

And have then there this writ. Witnes, A. B. MUNSEY. Clerk of our said Court, at the court-house, the 4th
day of October 1898 . and in the 12 3rd year of the Commonwealth.

A copy--Teste:

A. B. Munsey Clerk.

house in
Arlington Va

XXXXXXXXXXXXXXXXXXXX

C. R. Kesterson

Vs.

} SUBPENA
FOR
WITNESS.

B. F. Kincaid etals

XXXXXXXXXXXXXXXXXXXX

Circuit Court, the 4th day

of October 1898.

Executed Oct 4th 1898

By summoning the
Witness named Witness

W. P. Weston S. S. C.

15. Dec.
C. R. Kesterson

vs. Bill C. King

B. F. Kincaid et al

1898 1st Feby rules bill filed
Spa presented & D. N.
2nd Feby rules D. N. info.
& Cause set for hearing